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Attorneys for Plaintiff PETRA RIOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

PETRA RIOS, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

PURESERVE BUILDING SERVICES, INC.,
a California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 24CV003470

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 21, 2025

Time: 8:30 a.m.

Judge: Hon. Carrie M. Panetta

Dept: 14

1 This matter having come before the Honorable Carrie M. Panetta of the Superior Court of the
2 State of California, in and for the County of Monterey, at 8:30 a.m. on November 21, 2025, with the
3 attorneys from the JCL Law Firm, APC, and Zakay Law Group, APLC, as counsel for Plaintiff Petra
4 Rios (“Plaintiff”), and counsel from Noland, Hamerly, Etienne & Hoss, appearing for Defendant
5 Pureserve Building Services, Inc. (“Defendant”). The Court, having carefully considered the briefs,
6 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
7 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
10 Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
11 copy of which is attached to the Declaration of Jean-Claude Lapuyade, Esq. as **Exhibit 1**. This is based
12 on the Court’s determination that the Settlement Agreement is within the range of possible final
13 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
14 California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Three Hundred and Ninety-Five Thousand Dollars and Zero Cents
19 (\$395,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are
20 fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of
21 further litigation relating to certification, liability, and damages issues. It further appears that
22 investigation and research have been conducted such that counsel for the Parties are able to reasonably
23 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
24 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
25 by the further prosecution of the litigation. It further appears that the Settlement has been reached as
26 the result of intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks a Class Counsel Award in the amount of not more than One Hundred
6 Fifty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$156,666.67), comprised
7 of one-third of the Gross Settlement Amount for attorney's fees, or One Hundred Thirty-One Thousand
8 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$131,666.67) *and* litigation expenses not to
9 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). While the Class Counsel Award
10 appears to be within the range of reasonableness, the Court will not approve the Class Counsel Award
11 until the Final Approval Hearing.

12 6. Plaintiff also seeks a proposed Service Award to Class Representative, Petra Rios, in an
13 amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While the Service Award
14 appears to be within the range of reasonableness, the Court will not approve the Service Award until
15 the Final Approval Hearing.

16 7. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
17 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
18 proceeding should this Settlement not become final. For settlement purposes only, the Court
19 conditionally certifies the following Class:

20 "All current and former non-exempt employees who worked for Defendant
21 in California at any time during the Class Period (the period between August
22 20, 2020, and June 27, 2025)."

23 8. "Aggrieved Employees" means all current and former non-exempt employees who
24 worked for Defendant in California at any time during the PAGA Period.

25 9. "PAGA Period" means the period from August 20, 2023, to June 27, 2025.

26 10. The Court concludes that, for settlement purposes only, the Class meets the requirements
27 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
28 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)

1 common questions of law and fact predominate, and there is a well-defined community of interest
2 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
3 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
4 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
5 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
6 to act as counsel for the Class Representative in her individual capacity and as the representative of the
7 Class Members.

8 11. The Court provisionally appoints Plaintiff Petra Rios as the Class Representative for the
9 Class.

10 12. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
11 APC, and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as Class Counsel.

12 13. The Court hereby approves, as to form and content, the proposed Notice of Pendency of
13 Class and Representative Action Settlement and Final Hearing Date (“Notice Packet” or “Notice”)
14 attached to the Agreement as **Exhibit “A”**. The Court finds that the Class Notice appears to fully and
15 accurately inform the Class Members and Aggrieved Employees of all material elements of the
16 proposed Settlement, including the right of any Class Member to be excluded from the Class by
17 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
18 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
19 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
20 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
21 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
22 set forth in the Agreement.

23 14. The Court hereby appoints Apex Class Action LLC, as the Settlement Administrator.
24 Within twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement
25 Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S.
26 Mail.

27 15. The Court hereby preliminarily approves the proposed procedure for exclusion from the
28 Settlement. Any Class Member may individually choose to opt out of and be excluded from the

1 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
2 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
3 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
4 date the Class Notice is mailed to the Class Members. Any such person who chooses to opt out of and
5 be excluded from the Settlement will not be entitled to an Individual Class Payment under the
6 Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
7 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
8 Court, the Agreement and Judgment. A request for exclusion may only opt out that individual, and any
9 attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be
10 deemed invalid.

11 16. Any Class Member who has not opted out may appear at the final approval hearing and
12 may object or express the Class Member's views regarding the Settlement and may present evidence
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
14 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
15 date the Administrator mails the Class Notice to postmark their written objections to the Settlement
16 Administrator.

17 17. A final approval hearing shall be held before this Court on _____ at ____
18 AM/PM in Department 14 of the Monterey County Superior Court to determine all necessary matters
19 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
20 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
21 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
22 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
23 to the Class; and to finally approve the Class Counsel Award, Service Award, and the Settlement
24 Administration Costs. All papers in support of the motion for final approval and the motion for Class
25 Counsel Award and Service Award shall be filed with the Court and served on all counsel no later than
26 16 court days prior to the Final Approval Hearing.

27 18. In the event the Settlement does not become effective in accordance with the terms of the
28 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become

1 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
2 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
3 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
4 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
5 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
6 is not approved.

7 19. The Court reserves the right to adjourn or continue the date of the final approval hearing
8 and all dates provided for in the Agreement without further notice to Class Members and retains
9 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
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13 Dated: _____

14 JUDGE OF THE SUPERIOR COURT
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