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Attorneys for PLAINTIFF

**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.: Lead Case No.: 24CV003470  
*[Consolidated with 24CV004490]*

**DECLARATION OF JEAN-CLAUDE  
LAPUYADE, ESQ. IN SUPPORT OF  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Date: June 5, 2026

Time: 8:32 a.m.

Judge: Hon. Carrie M. Panetta

Dept.: 14

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently  
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner  
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for  
5 Plaintiff PETRA RIOS (hereinafter "Plaintiff" or "Class Representative") in this wage and hour class  
6 action filed against Defendant PURESERVE BUILDING SERVICES, INC. (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of  
8 Class Action and PAGA Settlement.

9 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation  
10 of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter "Settlement  
11 Agreement"). Attached thereto as **Exhibit A** is a true and correct copy of the Notice of Pendency of  
12 Class and Representative Action Settlement and Final Hearing Date ("Class Notice").

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the December 22, 2025,  
14 Preliminary Approval Order.

15 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the proof of filing the  
16 proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit "4"** is true and correct copy of the May 8, 2026, proof of  
18 filing this motion seeking final approval of this Settlement with the LWDA.

19 7. Attached hereto as **Exhibit "5"** is a true and correct copy of JCL Law Firm, APC's "Firm  
20 Resume" detailing the credentials and a summary of cases on which Counsel has been appointed Class  
21 Counsel.

## 22 **I. INTRODUCTION**

23 8. An objective evaluation of the proposed settlement of Three Hundred Ninety-Five  
24 Thousand Dollars and Zero Cents (\$395,000.00) ("Gross Settlement Amount") confirms that the relief  
25 negotiated on behalf of the Class Members is fair, reasonable, and valuable. The Settlement is a product  
26 of informed, adversarial, and non-collusive negotiations, between experienced counsel, and in a  
27 mediation presided over by Brian Sinclair, Esq., an experienced mediator of wage and hour class and  
28 PAGA actions. After deducting any Court-approved PAGA Payment, Service Award, Class Counsel

1 Award, and the Settlement Administration Costs, the Net Settlement Amount shall be distributed to the  
2 Settlement Class Members based on the number of Workweeks they worked while employed by  
3 Defendant during the Class Period. *The Class greeted news of the Settlement with unanimous*  
4 *approval.* There were zero objections and zero opt-outs to the Settlement. The unanimous approval by  
5 the Class evidences the fairness and reasonableness of the Settlement.

6 9. This Settlement provides substantial recovery for Defendant's alleged wage and hour  
7 violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount  
8 of approximately \$200,343.33. This will result in an average Individual Settlement Payment of  
9 **\$676.83**, a high payment of **\$2,548.87**, and low payment of **\$10.07**.

10 10. The relief offered by the Settlement is immediate and is particularly impressive when  
11 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*  
12 *infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait (possibly  
13 years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

14 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement  
15 approval under California law and falls well within the range of reasonableness. Accordingly, the Class  
16 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement  
17 and entry of the proposed Final Approval Order and Judgment.

## 18 II. OVERVIEW OF THE LITIGATION

19 12. Defendant provides janitorial services in the state of California, including in Monterey  
20 County, where Plaintiff worked. Plaintiff was employed by Defendant from July 2023 through  
21 September 2023 as a non-exempt employee, paid on an hourly basis. Throughout her employment,  
22 Plaintiff was subject to Defendant's policies and procedures.

23 13. Generally, Plaintiff claims that Defendant failed to provide compliant meal and rest  
24 periods, failed to pay all wages, failed to pay for all time worked, failed to reimburse necessary business  
25 expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon  
26 separation. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts that it  
27 fully complied with all applicable employment laws and raised several other significant defenses to  
28

1 Plaintiff's claims, including but not limited to timely payment of all wages due upon separation of  
2 employment.

3 14. On August 20, 2024, Plaintiff filed a class action complaint in the Monterey County  
4 Superior Court, Case No. 24CV003470 (the "Class Action"), alleging class claims for: (1) Unfair  
5 Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*; (2) Failure to Pay Minimum Wages  
6 in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation  
7 of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure To Provide Required Meal Periods in Violation Of Cal.  
8 Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest  
9 Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure  
10 to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide  
11 Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (8) Failure to Reimburse  
12 Employees for Required Expenses in Violation of Cal. Lab. Code § 2802. On the same day, Plaintiff  
13 filed a Notice of Violations with the Labor and Workforce Development Agency ("LWDA") and served  
14 the same on Defendant ("PAGA Notice").

15 15. On October 24, 2024, Plaintiff filed a representative action complaint in the Monterey  
16 County Superior Court, Case No. 24CV004490 (the "PAGA Action"), alleging one cause of action for  
17 Violations of the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*). On October 3, 2025, the  
18 Court consolidated the Class Action and the PAGA Action, with the Class Action deemed the lead case.

19 16. To prepare for mediation, Defendant produced a 30% sample of time and payroll records  
20 for the Class Members, aggregate workweek and pay period data for the Class Members, average hourly  
21 rate for the Class Members, and copies of applicable policies and agreements. As discussed *infra*,  
22 Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze  
23 Defendant's time and payroll data

24 17. On June 27, 2025, the Parties participated in mediation presided over by Brian Sinclair,  
25 Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a  
26 Mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum  
27 of Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement,  
28 which is the subject of the instant motion.

1           18.     On December 22, 2025, this Court granted preliminary approval of the Settlement.

2                               **III. THE SETTLEMENT BEFORE THE COURT**

3           19.     The Court preliminarily approved an initial Gross Settlement Amount of Three Hundred  
4     Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) based on a total of an estimated 19,886  
5     Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used  
6     to satisfy: (1) the Individual Settlement Payments to Settlement Class Members; (2) the Service Award;  
7     (3) the PAGA Payment; (4) the Settlement Administration Costs; and (5) Class Counsel Award.

8           20.     Individual Settlement Payments and individual shares of the PAGA Payment shall be  
9     mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees'  
10    last known mailing address no later than fifteen (15) days after the Effective Date.

11          21.     As explained in further detail below, the Settlement is fair, adequate, and reasonable to  
12    the class and should be granted final approval. This is evidenced by the unanimous approval of the  
13    Settlement by the Class, the absence of any objections to the Settlement and the average Individual  
14    Settlement Payment of **\$676.83**.

15    **A.     Class Counsel Conducted a Thorough Investigation**

16          22.     Months before filing the Action, Class Counsel began its pre-filing investigation into  
17    Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with  
18    Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment,  
19    including wage statements and time records. At the conclusion of the interviews, Class Counsel  
20    determined that Plaintiff's complaints justified further inquiry.

21          23.     Class Counsel subsequently requested Plaintiff's employee files from Defendant. In  
22    response, Defendants produced additional documents including policies, onboarding documents, and  
23    complete time and payroll records. Class Counsel reviewed and analyzed the documents and determined  
24    the documents appeared to substantiate Plaintiff's claim that Defendant failed to, among other things,  
25    pay for all hours worked.

26          24.     To prepare for mediation, Defendant produced a 30% sample of time and payroll records  
27    for the Class Members, aggregate workweek and pay period data for the Class Members, average hourly  
28    rate for the Class Members, and copies of applicable policies and agreements.

1           25.     Class Counsel then retained the statisticians and economists at Berger Consulting Group  
2 (“BCG”) to evaluate the Class Members’ payroll and time data. BCG provides data analysis and  
3 damage modeling consulting services, specializing in wage and hour class actions. BCG’s team of  
4 financial and data analysts are credentialed and experienced experts in their fields and have provided  
5 their expertise on thousands of cases.

6           26.     BCG analyzed Defendant’s time and payroll data to assist in the development of various  
7 damage models. Among other things, BCG determined the approximate amount of unpaid wages,  
8 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and  
9 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated  
10 meal and rest periods, the amount of unpaid and underpaid overtime, and the amount of missed meal  
11 and rest period premiums paid during the Class Period.

12          27.     Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)  
13 determining Plaintiff’s suitability as a putative class representative through interviews, background  
14 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff’s potential claims;  
15 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,  
16 and the type of employer; (4) analyzing the Class Members’ time and payroll records; (5) analyzing  
17 Defendant’s labor policies and practices; (6) researching settlements in similar cases as well as  
18 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff’s claims and  
19 estimating Defendant’s liability for purposes of settlement; (8) drafting the mediation brief; and (9)  
20 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and  
21 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an  
22 independent assessment of the reasonableness of the terms to which the Parties have agreed.

23          28.     Class Counsel only agreed to enter the Settlement following this thorough investigation  
24 and evaluation of Plaintiff’s claims. Based on its investigation of the facts, applicable law, and  
25 marketplace for similar settlements, and considering the risk of significant delay and uncertainty  
26 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe  
27 this Agreement to be in the best interests of the Class Members. Because the Settlement’s terms are  
28 fair, reasonable, and adequate, the Court should finally approve the Settlement.

1 **B. The Parties Settled Following Mediation**

2 29. On June 27, 2025, the Parties conducted a full day of mediation with Brian Sinclair, Esq.,  
3 an experienced mediator of wage and hour class and PAGA actions. Mediator Sinclair helped manage  
4 the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The  
5 Parties made substantial progress with Mediator Sinclair's assistance. Namely, the Parties exchanged  
6 information regarding their respective claims and defenses, including their respective evaluation of the  
7 damages. At the conclusion of the mediation, Mediator Sinclair issued a mediator's proposal for  
8 settlement. The Parties ultimately accepted Mediator Sinclair's proposal. The complete and final terms  
9 of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement  
10 constitutes a fair, adequate, and reasonable compromise of the claims at issue.

11 **C. Class Counsel is Experienced in Similar Litigation**

12 30. Plaintiff is represented by competent and experienced counsel to pursue her claims. I  
13 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing  
14 aggrieved employees and consumers throughout California in wage and hour class actions and complex  
15 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,  
16 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq.  
17 (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Carolina Faccin, Esq. (Associate  
18 Attorney), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Hana McAnally (Law Clerk),  
19 Allysa Castillo (Legal Assistant), Elsa Torres (Legal Assistant), Lizeth Ponce (Legal Assistant), Reyna  
20 Garcia (Legal Assistant), and Sabrina Carle-Parra (Secretary).

21 31. I am qualified to represent the Plaintiff, the Class Members, the State of California, and  
22 the Aggrieved Employees. I have extensive experience with wage and hour class and representative  
23 actions litigation like this matter, and employment matters in general. Additionally, I have extensive  
24 complex mass tort litigation experience and complex construction product liability experience. I can,  
25 will and have adequately represented the interests of the Plaintiff, the Class Members, the State of  
26 California, and the Aggrieved Employees throughout this action.

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1           32. I have represented consumers and employees in California class actions, and complex  
2 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a  
3 plaintiffs' civil litigation attorney since April 2007.

4           33. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved  
5 Employees. I have extensive experience with wage and hour class and representative actions litigation  
6 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,  
7 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "5."** Some of the  
8 major cases the Firm has undertaken are also set forth in **Exhibit "5."**

9           34. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a  
10 favorable verdict for the firm's clients.

11           35. Finally, I have published appellate experience in *William Blanchette et al., v. The*  
12 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*  
13 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

14           36. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,  
15 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super  
16 Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see  
17 [https://www.superlawyers.com/about/selection\\_process.html](https://www.superlawyers.com/about/selection_process.html).) Additionally, I have been named a  
18 Super Lawyer for Employment Law in 2025 and 2026.

19 **D. The Gross Settlement Amount is Fair and Reasonable**

20           37. Here, the Settlement is clearly within the "ballpark" of reasonableness because the  
21 Settlement provides a sizeable recovery to the Class and need not necessarily obtain 100 percent of the  
22 damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250.  
23 While the Gross Settlement Amount of Three Hundred Ninety-Five Thousand Dollars and Zero Cents  
24 (\$395,000.00) represents a discount on Defendant's potential exposure if Plaintiff established liability  
25 on all claims and was awarded the full amount of the estimated damages at trial, this compromise is  
26 reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award  
27 significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial recovery may  
28

1 require many more years of litigation, resulting in added fees and costs without any guarantee of  
2 recovery for the Class.

3 38. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and  
4 reasonable considering the nature and magnitude of the claims being settled and the various potential  
5 impediments to recovery. Class Counsel developed varied economic damages models measuring  
6 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The  
7 various models were informed by Class Counsel's investigation, including the analysis of a significant  
8 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,  
9 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of  
10 the Class. The Gross Settlement Amount represents between 19.30% and 9.21% of Defendant's *class-*  
11 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

12 39. The calculation methodology used to compensate the Class Members for the alleged  
13 damages was negotiated at the time of the Settlement. More importantly, the methodology is fair,  
14 objective, and impartial. The calculation methodology is based on the number of Workweeks each  
15 Class Member worked for Defendant during the Class Period. The number of Workweeks for the Class  
16 Member is established through Defendant's data and documented compensation records. The  
17 Administrator is responsible for calculating the Individual Settlement Payments by dividing the Net  
18 Settlement Amount by the total number of workweeks worked by all Class Members, and multiplying  
19 the result by the number of Workweeks worked by each individual Class Member to calculate each  
20 Settlement Class Member's estimated Individual Settlement Payment. Agreement at § III(N)(1). This  
21 process establishes an objectively fair and reasonable procedure to compensate the Class.

22 40. Clearly the goal of this litigation to obtain redress for the class has been met by this  
23 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations  
24 between experienced counsel, the Settlement is fair and reasonable, and is therefore entitled to final  
25 approval.

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1 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

2 41. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to  
3 ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action  
4 or, at least, drastically undercut Plaintiff's claims.

5 42. With respect to the most immediate challenge, i.e., class certification, the risks attendant  
6 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)  
7 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class  
8 certification because employees' declarations attesting to having taken meal and rest breaks  
9 demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy*  
10 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at \*11-13 (following *Brinker* and denying certification  
11 of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*  
12 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest  
13 period claims based on the predominance of individual issues).

14 43. Further, even if a class is certified, liability remains uncertain. The risks attendant to the  
15 issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*  
16 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs  
17 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,  
18 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly  
19 individualized questions of fact not susceptible to class treatment.").

20 44. Finally, even if a class is certified and Defendant is found liable for the class claims  
21 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and  
22 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*  
23 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded  
24 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed  
25 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*  
26 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

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45. Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

46. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff's claims and, in fact, already has.

47. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O'Conner v. Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a bond and appeal. A post-judgment appeal by Defendant would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future.

48. Class Representative and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representatives and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable and adequate, and should be granted final approval.

**IV. THE PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ARE**  
**REASONABLE**

49. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount of \$20,000.00 which is 5% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA settlements. Sixty-Five percent (65%) of the PAGA Payment (\$13,000.00) will be paid to the LWDA (“LWDA PAGA Payment”) with the remaining thirty-five percent (35%) of the PAGA Payment (\$7,000.00) to be distributed to the Aggrieved Employees (“Aggrieved Employee Payment”), which is within the range of PAGA Payment approved by courts and should be approved.

50. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval with the LWDA. By not registering an objection with either Class Counsel or the Court, the LWDA has accepted and approved of the proposed PAGA Payment.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 8th day of May 2026, at San Diego, California.

**JCL LAW FIRM, APC**

By: Jean-Claude Lapuyade, Esq.  
Attorney for PLAINTIFF

# **EXHIBIT 1**

**JCL LAW FIRM, APC**

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Attorneys for Plaintiff PETRA RIOS

*(Additional Counsel on Next Page)*

**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

[Complaint Filed: August 20, 2024]

**STIPULATION OF SETTLEMENT OF  
CLASS AND PAGA ACTION CLAIMS  
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff PETRA RIOS (hereinafter “Plaintiff”), an individual, on behalf  
3 of herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf  
4 of the State of California and the Aggrieved Employees, and Defendant PURESERVE BUILDING  
5 SERVICES, INC. (“Defendant”) (together, the “Parties”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class and representative<sup>1</sup> action lawsuit designated  
8 *Rios v. Pureserve Building Services, Inc. et al.*, Monterey County Superior Court Case  
9 No. 24CV003470.
- 10 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
11 Class and PAGA Action Claims and Release of Claims.
- 12 C. “Aggrieved Employees” means all current and former non-exempt employees who  
13 worked for Defendant in California at any time during the PAGA Period.
- 14 D. “Aggrieved Employee Payment” shall mean the thirty-five percent (35%) of the  
15 \$20,000 PAGA Payment (\$7,000.00) that will be distributed to the Aggrieved  
16 Employees as described in this Agreement.
- 17 E. “Class” or the “Class Members” means all current and former non-exempt employees  
18 who worked for Defendant in California as a non-exempt employee at any time during  
19 the Class Period.
- 20 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
21 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 22 G. “Class Counsel Award” means the award of fees and expenses that the Court  
23 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,  
24 the Class Members, and the Aggrieved Employees in the Action, consisting of  
25 attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount  
26 currently estimated to be \$131,666.67 out of \$395,000.00 plus costs of up to  
27

28 <sup>1</sup> On September 30, 2025, the Parties filed a Stipulation and [Proposed] Order to consolidate the instant class action and Plaintiff’s separate representative action (Monterey County Superior Court Case No. 24CV004490) for purposes of settlement approval.

1           \$25,000.00. Attorneys' fees will be divided between Class Counsel in the following  
2           percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.)  
3           If the Court approves a lesser amount, then the difference shall remain part of the  
4           Net Settlement Amount.

5           H.    "Class Data" means information regarding Class Members that Defendant will in  
6           good faith compile from its records and provide to the Settlement Administrator. It  
7           shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
8           Member's full name; last known address; Social Security Number; start dates and end  
9           dates of employment; and any other information the Settlement Administrator deems  
10          necessary to accurately calculate the number of Workweeks and PAGA Pay Periods  
11          worked by each Class Member and Aggrieved Employee during the Class and PAGA  
12          Periods.

13          I.    "Class Period" means the period beginning August 20, 2020, through June 27, 2025.

14          J.    "Class Representative" means Plaintiff Petra Rios.

15          K.    "Court" means the Superior Court for the State of California, County of Monterey,  
16          currently presiding over the Action.

17          L.    "Defendant" means Pureserve Building Services, Inc.

18          M.    "Defendant's Counsel" means Noland, Hamerly, Etienne & Hoss, including Sharilyn  
19          R. Payne.

20          N.    "Effective Date" means the date upon which final approval of the Settlement is  
21          granted by the Court.

22          O.    "Employer's Share of Payroll Taxes" means the amount of Defendant's employer  
23          payroll tax obligations on the wage portion of Individual Settlement Payments  
24          including withholdings and contributions for federal, state, local taxes and any similar  
25          tax or charge, payable from Defendant's own accounts, separate from the Gross  
26          Settlement Amount.

27          P.    "Final Approval Hearing" means the hearing the Court sets wherein Plaintiff shall  
28          move the Court to find that the Settlement is fair, reasonable, and adequate and to  
                enter a Final Approval Order and Final Judgment.

- 1 Q. "Final Approval Order" means the Court's order, which shall, among other things,  
2 finally approve the fairness, reasonableness, and adequacy of this Settlement  
3 Agreement.
- 4 R. "Final Judgment" means the Court's judgment, which shall, among other things,  
5 finally adjudge the Action as resolved pursuant to this Stipulation Of Settlement Of  
6 Class And Paga Action Claims And Release Of Claims and deeming it binding as  
7 provided herein.
- 8 S. "Funding Date" means the date by which Defendant delivers the Third Installment  
9 payment (as defined herein below) and fully funds the Gross Settlement Amount to  
10 the Settlement Administrator.
- 11 T. "Gross Settlement Amount" means Three Hundred Ninety-Five Thousand Dollars  
12 and Zero Cents (\$395,000.00) that Defendant must pay into the QSF in connection  
13 with this Settlement, inclusive of the sum of Settlement Administration Costs, Class  
14 Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement  
15 Amount is all-in with no reversion and *exclusive* of the employer's share of payroll  
16 tax, if any, triggered by any payment under this Settlement.
- 17 U. "Individual Settlement Payments" means the amount payable from the Net Settlement  
18 Amount to each Settlement Class Member and excludes any amounts distributed to  
19 Aggrieved Employees pursuant to PAGA.
- 20 V. "LWDA" shall mean the Labor and Workforce Development Agency.
- 21 W. "LWDA Payment" shall mean the sixty-five percent (65%) of the \$20,000 PAGA  
22 Payment (\$13,000.00) payable to the to the LWDA.
- 23 X. "Net Settlement Amount" or "NSA" means the aggregate amount payable to  
24 Participating Class Members, which is calculated as follows: Gross Settlement  
25 Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement  
26 Administration Costs.
- 27 Y. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
28 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
than formatting changes to facilitate printing by the Settlement Administrator), with

certified Spanish translation.

Z. “Objection” means a Participating Class Member’s timely and valid written objection to the terms and conditions of this Stipulation Of Settlement Of Class And Paga Action Claims And Release Of Claims.

AA. “Opt-Out Request” means a Class Member’s timely and valid written request to be excluded from the Settlement and release of Released Claims that do not arise under PAGA.

BB. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

CC. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during the PAGA Period.

DD. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

EE. “PAGA Period” means the period beginning August 20, 2023, to June 27, 2025.

FF. “PAGA Payment” shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the Action.

GG. “PAGA Payment to PAGA Members” means the amount of Seven Thousand Dollars and No/100 Cents (\$7,000.00) payable from the Gross Settlement Amount to PAGA Members as their aggregate thirty-five percent (35%) share of the PAGA Payment.

HH. “PAGA Payment to the LWDA” means the amount of Thirteen Thousand Dollars and No/100 Cents (\$13,000.00) payable from the Gross Settlement Amount and due to the LWDA as its sixty-five percent (65%) share of the PAGA Payment.

II. “PAGA Settlement” means the settlement and release of the PAGA Claims that arise under PAGA, which Plaintiff brought against Defendant, as a deputized PAGA representative of the State of California, which shall bind the State of California and

1 which PAGA Members shall not be entitled to opt out of.

2 JJ. "Participating Class Members" means Plaintiff and all Class Members who do not  
3 submit a timely and valid Opt-Out Request.

4 KK. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
5 Plaintiff or Defendant, individually.

6 LL. "Payment Ratio" means the respective Workweeks for each Class Member divided  
7 by the total Workweeks for all Class Members.

8 MM. "Plaintiff" shall mean Petra Rios.

9 NN. "Preliminary Approval Order" means the Court's order which shall, among other  
10 things, preliminarily approve the fairness, reasonableness, and adequacy of this  
11 Stipulation Of Settlement Of Class And Paga Action Claims And Release Of Claims.

12 OO. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
13 by the Settlement Administrator to fund the Gross Settlement Amount.

14 PP. "Released Class Claims" means all class claims or causes of action alleged, or that  
15 reasonably could have been alleged based on the facts alleged, including costs and  
16 attorneys' fees related thereto, in the operative complaint in the Action which  
17 occurred during the Class Period, and expressly excluding all other claims, including  
18 claims for vested benefits, wrongful termination, unemployment insurance, disability,  
19 social security, workers' compensation, and class claims outside of the Class Period.

20 QQ. "Released PAGA Claims" means all claims for penalties or causes of action under the  
21 California Private Attorneys' General Act, including attorneys' fees and costs related  
22 thereto, alleged or that reasonably could have been alleged based on the facts alleged,  
23 including costs and attorneys' fees related thereto, in the operative complaint in  
24 Plaintiff's separate PAGA action (Monterey County Superior Court Case No.  
25 24CV004490) and Plaintiff's August 20, 2024 PAGA notice to the LWDA which  
26 occurred during the PAGA Period, predicated upon violation of Labor Code §§ 201,  
27 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246,  
28 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199,  
2802, and 2804, and California Industrial Welfare Commission Orders and expressly

1 excluding all other claims, including claims for vested benefits, wrongful termination,  
2 unemployment insurance, disability, social security, workers' compensation, and  
3 PAGA claims outside of the PAGA Period.

4 RR. "Released Parties" means Defendant and its current or former attorneys, insurers,  
5 brands, concepts, parents, affiliates, subsidiaries, successors, assigns, agents, officers,  
6 exempt employees, directors, owners, members, parent companies, and any  
7 individual or entity that could be jointly liable with Defendant for any of the Released  
8 PAGA Claims and/or Released Class Claims.

9 SS. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
10 Administrator mails Notice Packets to Class Members and the last date on which  
11 Class Members may submit requests for exclusion or objections to the Settlement.  
12 Neither side shall encourage any Class Member to opt out.

13 TT. "Service Award" means an award in the amount of \$10,000 to Plaintiff or in an  
14 amount that the Court authorizes to be paid to Plaintiff, in addition to her Individual  
15 Settlement Payment and her individual Aggrieved Employee Payment, in recognition  
16 of her efforts and risks in assisting with the prosecution of the Action

17 UU. "Settlement" means the disposition of the Action pursuant to this Agreement.

18 VV. "Settlement Administration Costs" shall mean the amount paid to the Settlement  
19 Administrator from the Gross Settlement Amount for administering the Settlement  
20 pursuant to this Agreement currently estimated not to exceed \$7,990.00. The  
21 Settlement Administration Costs shall include Spanish translations of notices to the  
22 Aggrieved Employees and to the Class Members. If the Court finally approves a  
23 lesser amount, then the difference shall remain a part of the Net Settlement Amount.

24 WW. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology  
25 Drive, Suite 154, Irvine, CA 92618 Tel: (800) 355-0700, whom the Parties have  
26 agreed to as the third-party settlement administrator to perform notice and settlement  
27 administration duties pursuant to this Stipulation Of Settlement Of Class And Paga  
28 Action Claims And Release Of Claims. The Settlement Administrator establishes,  
designates, and maintains, a QSF under Internal Revenue Code section 468B and

Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members and Aggrieved Employees. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

XX. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid objection or request for exclusion as provided in this Agreement.

YY. “Unclaimed Property Fund” means the California Controller’s Unclaimed Property Fund (Cal. Code Civ. Proc. § 1314).

ZZ. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendant during the Class Period in California.

## **II. RECITALS**

A. On August 20, 2024, Plaintiff filed a class action complaint in the Monterey County Superior Court, Case No. 24CV003470 (the “Action”), alleging claims for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
2. Failure To Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
4. Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;

1           7.       Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,  
2           202 & 203; and

3           8.       Failure To Reimburse Employees for Required Expenses in Violation of Cal.  
4           Lab. Code § 2802.

5       B.       On the same day, Plaintiff filed a Notice of Violations with the Labor and Workforce  
6           Development Agency (LWDA) and served the same on Defendant.

7       C.       On October 24, 2024, Plaintiff filed a representative action complaint in the Monterey  
8           County Superior Court, Case No. 24CV004490, alleging one cause of action for  
9           violations of PAGA.

10      D.       The Class Representative believes she has claims based on alleged violations of the  
11           California Labor Code, and the Industrial Welfare Commission Wage Orders, and  
12           that class certification is appropriate because the prerequisites for class certification  
13           can be satisfied in the Action, and this action is manageable as a PAGA representative  
14           action.

15      E.       Defendant denies any liability or wrongdoing of any kind associated with the claims  
16           alleged in the Action, disputes any wages, damages and penalties claimed by the Class  
17           Representative, alleged in the operative complaint, and/or alleged in Plaintiff's PAGA  
18           notice to the LWDA are owed, and further contends that, for any purpose other than  
19           settlement, the Action is not appropriate for class or representative action treatment.  
20           Defendant contends, among other things, that at all times it complied with the  
21           California Labor Code and the Industrial Welfare Commission Wage Orders.

22      F.       The Class Representative is represented by Class Counsel. Class Counsel investigated  
23           the facts relevant to the Action, including conducting an independent investigation as  
24           to the allegations, reviewing documents and information exchanged through informal  
25           discovery, and reviewing documents and information provided by Defendant  
26           pursuant to informal requests for information to prepare for mediation. Defendant  
27           produced for the purpose of settlement negotiations certain employment data  
28           concerning the Class, which Class Counsel reviewed and analyzed with the assistance  
          of an expert. Based on their own independent investigation and evaluation, Class

Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

G. On June 27, 2025, the Parties participated in mediation presided over by Brian Sinclair, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

H. On September 30, 2025, the Parties filed a Stipulation and [Proposed] Order to consolidate the instant class action and Plaintiff's separate representative action (Monterey County Superior Court Case No. 24CV004490) for purposes of settlement approval.

I. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

J. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

1 K. The Parties agree to certification of the Class for purposes of this Settlement only. If  
2 for any reason the settlement does not become effective, Defendant reserves the right  
3 to contest certification of any class for any reason and reserve all available defenses  
4 to the claims in the Action. The Settlement, this Agreement, and the Parties'  
5 willingness to settle the Action will have no bearing on and will not be admissible in  
6 connection with any litigation.

7 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendant.

10 1. Settlement Consideration. In full and complete settlement of the Action, and  
11 in exchange for the releases set forth below, Defendant will pay the sum of  
12 the Individual Settlement Payments, the Service Award, the Class Counsel  
13 Award, PAGA Payment, and the Settlement Administration Costs, as  
14 specified in this Agreement, equal to the Gross Settlement Amount of Three  
15 Hundred Ninety- Five Thousand Dollars and Zero Cents (\$395,000.00). The  
16 Parties agree that this is a non-reversionary Settlement and that no portion of  
17 the Gross Settlement Amount shall revert to Defendant. Other than the  
18 Defendant's share of employer payroll taxes and as provided in Section III.A.2  
19 below, Defendant shall not be required to pay more than the Gross Settlement  
20 Amount.

21 2. Class Size. At the time of mediation, Defendant represented that the Class was  
22 comprised of approximately 340 individuals who collectively worked  
23 approximately 18,350 Workweeks during the Class Period. Pursuant to the  
24 Memorandum of Understanding, if the actual number of Workweeks worked  
25 during the Class Period were to exceed the above number by more than 10%,  
26 the settlement amount would be increased by the percentage over 110% of the  
27 increased Workweeks. For example, if the total Workweeks in the Class  
28 Period are 115% of 18,350, the Gross Settlement would increase by 5%. At  
its option, Defendant could avoid increasing the Gross Settlement Amount by

1 electing to end the Class Period date in which the number of Workweeks  
2 reached 18,350. On September 17, 2025, Defendant provided the Settlement  
3 Administrator with the Class Data. Using the Class Data, the Settlement  
4 Administrator confirmed that there are 19,886 Workweeks. Therefore, the  
5 actual number of Workweeks worked during the Class Period did not exceed  
6 the above number by more than 10%.

7 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount  
8 into the QSF, through the Settlement Administrator in three (3) equal  
9 installments as follows:

10 (1) The first installment in the amount of \$131,666.67 is to be  
11 made no later than September 7, 2025 (“First Installment”), which is  
12 30 days after execution of the Memorandum of Understanding;

13 (2) The second installment in the amount of \$131,666.67 is to be  
14 made 6 months after payment of the First Installment, or the date the  
15 Court grants preliminary approval of the settlement, whichever is later  
16 (“Second Installment”); and

17 (3) The third installment in the amount of \$131,666.66 is to be  
18 made 6 months after payment of the Second Installment, or the date  
19 the Court grants final approval of the settlement, whichever is later  
20 (“Third Installment”).

21 4. Defendant’s Share of Payroll Taxes. Defendant’s share of employer side  
22 payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
23 together with the Second Installment.

24 B. Release by Settlement Class Members. Upon the Settlement Administrator’s receipt  
25 of the Third Installment and full funding of the Gross Settlement Amount, in exchange  
26 for the consideration set forth in this Agreement, Plaintiff and the Settlement Class  
27 Members release the Released Parties from the Released Class Claims for the Class  
28 Period.

1 C. Release by the Aggrieved Employees. Upon entry of final judgment and full funding  
2 of the Gross Settlement Amount, in exchange for the consideration set forth in this  
3 Agreement, the Plaintiff and the State of California release the Released Parties from  
4 the Released PAGA Claims for the PAGA Period.

5 D. General Release by Plaintiff. Upon the Settlement Administrator's receipt of the Third  
6 Installment and full funding of the Gross Settlement Amount, for the consideration set  
7 forth in this Agreement, Class Representative, for herself and her estates, trusts,  
8 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,  
9 administrators, trustees, conservators, guardians, assigns, and representatives, will  
10 waive, release, acquit and forever discharge the Released Parties from any and all  
11 claims, known or unknown. Class Representative waives all rights and benefits  
12 afforded by section 1542 of the Civil Code which provides as follows:

13  
14 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***  
15 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***  
16 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***  
17 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***  
18 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***  
19 ***OR RELEASED PARTY.***

20  
21 Thus, notwithstanding the provisions of section 1542, and to implement a full and  
22 complete release and discharge of the Released Parties, Plaintiff expressly  
23 acknowledges this Settlement Agreement is intended to include in its effect, without  
24 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at  
25 the time of signing this Settlement Agreement, and that this Settlement Agreement  
26 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff  
27 has read this Settlement Agreement, including this waiver of California Civil Code  
28 section 1542, and that Plaintiff has consulted with or had the opportunity to consult  
with counsel of Plaintiff's choosing about this Settlement Agreement and specifically

1 about the waiver of section 1542, and that Plaintiff understands this Settlement  
2 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters  
3 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may  
4 discover facts different from or in addition to those Plaintiff now knows or believes to  
5 be true regarding the matters released or described in this Settlement Agreement, and  
6 even so Plaintiff agrees that the releases and agreements contained in this Settlement  
7 Agreement shall remain effective in all respects notwithstanding any later discovery  
8 of any different or additional facts. Plaintiff expressly assumes any and all risk of any  
9 mistake in connection with the true facts involved in the matters, disputes, or  
10 controversies released or described in this Settlement Agreement or with regard to any  
11 facts now unknown to Plaintiff relating thereto.

12 E. Conditions Precedent: This Settlement will become final and effective only upon the  
13 occurrence of all of the following events:

- 14 1. The Court enters an order granting preliminary approval of the Settlement;
- 15 2. The Court enters an order granting final approval of the Settlement and a Final  
16 Judgment;
- 17 3. If an objector appears at the final approval hearing, the expiration of the time  
18 for appeal of the Final Judgment and Order Granting Final Approval of Class  
19 Action Settlement; or, if an appeal is timely filed, the final resolution of any  
20 appeal from the Judgment and Order Granting Final Approval of Class Action  
21 Settlement; and
- 22 4. Defendant fully funds the Gross Settlement Amount.

23 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally  
24 approve this Settlement Agreement, the Settlement Agreement fails to become  
25 effective, or is reversed, withdrawn, or modified by the Court, or the Court in any way  
26 prevents or prohibits Defendant from obtaining a complete resolution of the Released  
27 Class Claims and Released PAGA Claims, or if Defendant fails to fully fund the Gross  
28 Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

G. Failure to Fund the Gross Settlement Amount. If, after the Effective Date, Defendant fails to fully fund the Gross Settlement Amount, Plaintiff shall be entitled to all reasonable attorneys' fees, costs and interest in any proceeding to enforce the terms of this Agreement.

H. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the

acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

L. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest

1 Portion of the Individual Settlement Payments and/or Aggrieved Employees'  
2 individual shares of the Aggrieved Employee Payment; processing and mailing tax  
3 payments to the appropriate state and federal taxing authorities; providing  
4 declaration(s) as necessary in support of preliminary and/or final approval of this  
5 Settlement; and other tasks as the Parties mutually agree or the Court orders the  
6 Settlement Administrator to perform. The Settlement Administrator shall keep the  
7 Parties timely apprised of the performance of all Settlement Administrator  
8 responsibilities by among other things, sending a weekly status report to the Parties'  
9 counsel stating the date of the mailing, the number of opt outs from the Settlement it  
10 receives (including the numbers of valid and deficient), and the number of objections  
11 received.

12 M. Notice Procedure.

- 13 1. Class Data. On September 17, 2025, Defendant provided the Settlement  
14 Administrator with the Class Data for purposes of preparing and mailing  
15 Notice Packets to the Class Members.
- 16 2. Notice Packets.
  - 17 a) The Notice Packet shall contain the Notice of Class Action Settlement  
18 in a form substantially similar to the form attached as **Exhibit A**,  
19 including a Spanish translation. The Notice of Class Action Settlement  
20 shall inform Class Members and Aggrieved Employees that they need  
21 not do anything in order to receive an Individual Settlement Payment  
22 and/or Aggrieved Employees' individual shares of the Aggrieved  
23 Employee Payment and to keep the Settlement Administrator apprised  
24 of their current mailing address, to which the Individual Settlement  
25 Payments and/or Aggrieved Employees' individual shares of the  
26 Aggrieved Employee Payment will be mailed following the date that  
27 the Net Settlement Amount ("NSA") is fully funded. The Notice of  
28 Class Action Settlement shall set forth the release to be given by all  
members of the Class who do not request to be excluded from the

1 Settlement Class and/or Aggrieved Employees in exchange for an  
2 Individual Settlement Payment and/or Aggrieved Employees'  
3 individual shares of the Aggrieved Employee Payment, the number of  
4 Workweeks worked by each Class Member during the Class Period,  
5 and number of PAGA Pay Periods worked by each Aggrieved  
6 Employee during the PAGA Period, if any, and the estimated amount  
7 of their Individual Settlement Payment if they do not request to be  
8 excluded from the Settlement and each Aggrieved Employees' share  
9 of the Aggrieved Employee Payment, if any. The Settlement  
10 Administrator shall use the Class Data to determine Class Members'  
11 Workweeks and PAGA Pay Periods. The Notice will also advise the  
12 Aggrieved Employees that they will receive their share of the  
13 Aggrieved Employee Payment regardless of whether they request to  
14 be excluded from the Settlement.

15 b) The Notice Packet's mailing envelope shall include the following  
16 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
17 ENTITLED TO PARTICIPATE IN A CLASS ACTION  
18 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
19 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
20 NOTICE."

21 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the  
22 Settlement Administrator will perform a search based on the National Change  
23 of Address Database to update and correct any known or identifiable address  
24 changes. No later than twenty-one (21) calendar days after preliminary  
25 approval of the Settlement, the Settlement Administrator shall mail copies of  
26 the Notice Packet to all Class Members via regular First-Class U.S. Mail and  
27 electronic mail. The Settlement Administrator shall exercise its best judgment  
28 to determine the current mailing address for each Class Member. The address

1 identified by the Settlement Administrator as the current mailing address shall  
2 be presumed to be the best mailing address for each Class Member.

3 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
4 Administrator as non-delivered on or before the Response Deadline shall be  
5 re-mailed to any forwarding address provided within seven (7) days of  
6 receiving the returned notice. If no forwarding address is provided, the  
7 Settlement Administrator shall promptly attempt to determine a correct  
8 address by lawful use of skip-tracing, or other search using the name, address  
9 and/or Social Security number of the Class Member involved, and shall then  
10 perform a re-mailing, if another mailing address is identified by the Settlement  
11 Administrator. In addition, if any Notice Packet to a Class Member who is  
12 currently employed by Defendant is returned to the Settlement Administrator  
13 as non-delivered and no forwarding address is provided, the Settlement  
14 Administrator shall notify Defendant. Defendant will request that the  
15 currently employed Class Member provide a corrected address and transmit  
16 to the Settlement Administrator any corrected address provided by the Class  
17 Member. Class Members who received a re-mailed Notice Packet shall have  
18 their Response Deadline extended fifteen (15) days from the original  
19 Response Deadline.

20 5. Disputes Regarding Individual Settlement Payments. Class Members will  
21 have the opportunity, should they disagree with Defendant's records regarding  
22 the start and end dates of employment, to provide documentation and/or an  
23 explanation to show contrary dates. If there is a dispute, the Settlement  
24 Administrator will consult with the Parties to determine whether an  
25 adjustment is warranted. The Settlement Administrator shall determine the  
26 eligibility for, and the amounts of, any Individual Settlement Payments under  
27 the terms of this Agreement. The Settlement Administrator's determination  
28 of the eligibility for and amount of any Individual Settlement Payment shall  
be binding upon the Class Member and the Parties.

- 1                   6.     Disputes Regarding Administration of Settlement. Any disputes not resolved  
2 by the Settlement Administrator concerning the administration of the  
3 Settlement will be resolved by the Court under the laws of the State of  
4 California. Before any such involvement of the Court, counsel for the Parties  
5 will confer in good faith to resolve the disputes without the necessity of  
6 involving the Court.
- 7                   7.     Exclusions. The Notice of Class Action Settlement contained in the Notice  
8 Packet shall state that Class Members who wish to exclude themselves from  
9 the Settlement must submit a written request for exclusion by the Response  
10 Deadline. The written request for exclusion must state that the Class Member  
11 wishes to exclude himself or herself from the Settlement and (1) must contain  
12 the name, address, and the last four digits of the Social Security number of the  
13 person requesting exclusion; (2) must be signed by the Class Member; (3)  
14 must be postmarked or fax stamped by the Response Deadline and returned to  
15 the Settlement Administrator at the specified address or fax telephone number;  
16 and (4) contain a typewritten or handwritten notice stating in substance that  
17 he or she wishes to be excluded from the settlement of the class action lawsuit  
18 entitled *Rios v. Pureserve Building Services, Inc., et al.*, currently pending in  
19 Superior Court of Monterey County, Case No. 24CV003470. The request for  
20 exclusion will not be valid if it is not timely submitted, if it is not signed by  
21 the Class Member, or if it does not contain the name and address and last four  
22 digits of the Social Security number of the Class Member. The date of the  
23 postmark on the mailing envelope or fax stamp on the request for exclusion  
24 shall be the exclusive means used to determine whether the request for  
25 exclusion was timely submitted. Any Class Member who submits a timely  
26 request for exclusion shall be excluded from the Settlement Class, will not be  
27 entitled to an Individual Settlement Payment and will not be otherwise bound  
28 by the terms of the Settlement or have any right to object, appeal, or comment  
thereon. However, any Class Member that submits a timely request for

1 exclusion that is also an Aggrieved Employee will still receive his/her pro rata  
2 share of the Aggrieved Employee Payment, as specified below. Class  
3 Members who fail to submit a valid and timely request for exclusion on or  
4 before the Response Deadline shall be bound by all terms of the Settlement  
5 and any final judgment entered in this Action if the Court approves the  
6 Settlement. No later than seven (7) calendar days after the Response Deadline,  
7 the Settlement Administrator shall provide counsel for the Parties with a final  
8 list of the Class Members who have timely submitted timely requests for  
9 exclusion. At no time shall any of the Parties or their counsel seek to solicit or  
10 otherwise encourage members of the Class to submit requests for exclusion  
11 from the Settlement.

- 12 8. Objections. The Notice of Class Action Settlement contained in the Notice  
13 Packet shall state that Class Members who wish to object to the Settlement  
14 may submit to the Settlement Administrator a written statement of objection  
15 (“Notice of Objection”) by the Response Deadline. The postmark date of  
16 mailing shall be deemed the exclusive means for determining that a Notice of  
17 Objection was served timely. The Notice of Objection, if in writing, must be  
18 signed by the Settlement Class Member and state: (1) the case name and  
19 number; (2) the name of the Settlement Class Member; (3) the address of the  
20 Settlement Class Member; (4) the last four digits of the Settlement Class  
21 Member’s Social Security number; (5) the basis for the objection; and (6) if  
22 the Settlement Class Member intends to appear at the Final  
23 Approval/Settlement Fairness Hearing. Settlement Class Members will have  
24 a right to appear at the Final Approval/Settlement Fairness Hearing to have  
25 their objections heard by the Court regardless of whether they submitted a  
26 written objection. At no time shall any of the Parties or their counsel seek to  
27 solicit or otherwise encourage Class Members to file or serve written  
28 objections to the Settlement or appeal from the Order and Final Judgment.

Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Allocation of the Gross Settlement Amount.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage

1 Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest  
2 Portion”). The Wage Portion of the Individual Settlement Payments shall be  
3 reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the  
4 Individual Settlement Payments shall be reported on IRS Form 1099 issued  
5 by the Settlement Administrator.

6 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
7 Employee Settlement Payments shall be allocated and treated as 100%  
8 penalties and shall be reported on IRS Form 1099.

9 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
10 individual shares of the PAGA Payment made to Settlement Class Members  
11 and/or Aggrieved Employees under this Settlement Agreement, as well as any  
12 other payments made pursuant to this Settlement Agreement, will not be  
13 utilized to calculate any additional benefits under any benefit plans to which  
14 any Class Members may be eligible, including, but not limited to profit-  
15 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
16 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
17 Parties’ intention that this Settlement Agreement will not affect any rights,  
18 contributions, or amounts to which any Class Members may be entitled under  
19 any benefit plans.

20 6. Sole Payments: All monies received by Settlement Class Members under the  
21 Settlement which are attributable to wages shall constitute income to such  
22 Settlement Class Members solely in the year in which such monies are received  
23 by the Settlement Class Members. It is the intent of the Parties that Individual  
24 Settlement Payments and individual shares of the PAGA Payment provided for  
25 in this Settlement agreement are the sole payments to be made by Defendant to  
26 Settlement Class Members and/or Aggrieved Employees in connection with this  
27 Settlement Agreement, with the exception of Plaintiff, and that the Settlement  
28 Class Members and/or Aggrieved Employees are not entitled to any new or

1 additional compensation or benefits as a result of having received the Individual  
2 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
5 and/or Aggrieved Employees' last known mailing address no later than fifteen  
6 (15) days after Defendant funds the Second Installment.

7 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
8 Employees shall remain valid and negotiable for one hundred and eighty (180)  
9 days from the date of their issuance. If a Settlement Class Member and/or  
10 Aggrieved Employees does not cash his or her settlement check within ninety  
11 (90) days, the Settlement Administrator will send a letter to such persons,  
12 advising that the check will expire after the 180<sup>th</sup> day, and invite that  
13 Settlement Class Member and/or Aggrieved Employee to request reissuance  
14 in the event the check was destroyed, lost, or misplaced. In the event an  
15 Individual Settlement Payment and/or Aggrieved Employee's individual  
16 share of the PAGA Payment check has not been cashed within one hundred  
17 and eighty (180) days, all funds represented by such uncashed checks, plus  
18 any interest accrued thereon, shall be distributed consistent with California  
19 Code of Civil Procedure Section 384 to the Children's Advocacy Institute  
20 (<https://www.sandiego.edu/cai/>), and subject to court approval. Neither Class  
21 Counsel, Defendant's counsel, nor any of the Parties, have any interest,  
22 pecuniary or otherwise, in the Children's Advocacy Institute.

23 9. Service Award. In addition to Plaintiff's Individual Settlement Payment as a  
24 Settlement Class Member and Plaintiff's individual share of the Aggrieved  
25 Employee Payment, Plaintiff will apply to the Court for an award of not more  
26 than \$10,000 as the Service Award. Defendant will not oppose the Service  
27 Award of not more than \$10,000.00 for Plaintiff. The Settlement  
28 Administrator shall pay the Service Award, either in the amount stated herein  
if approved by the Court or some other amount as approved by the Court, to

1 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar  
2 days after Defendant funds the Second Installment. Any portion of the  
3 requested Service Award that is not awarded to the Class Representative shall  
4 be part of the Net Settlement Amount and shall be distributed to Settlement  
5 Class Members as provided in this Agreement. The Settlement Administrator  
6 shall issue an IRS Form 1099 — MISC to Plaintiff for her Service Award.  
7 Plaintiff shall be solely and legally responsible to pay any and all applicable  
8 taxes on her Service Award and shall hold harmless Defendant and all other  
9 Released Parties from any claim or liability for taxes, penalties, or interest  
10 arising as a result of the Service Award. Approval of this Settlement shall not  
11 be conditioned on Court approval of the requested amount of the Service  
12 Award. If the Court reduces or does not approve the requested Service Award,  
13 Plaintiff shall not have the right to revoke the Settlement, and it will remain  
14 binding.

15 10. Class Counsel Award. Defendant understands, and will not oppose, a motion  
16 for Class Counsel Award consisting of attorneys' fees not to exceed one-third  
17 of the Gross Settlement Amount, currently estimated to be One Hundred  
18 Thirty-One Thousand Six Hundred Sixty Six Dollars and Sixty-Seven Cents  
19 (\$131,666.67), **and** reimbursement of attorneys' expenses supported by  
20 declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents  
21 (\$25,000.00). Any awarded Class Counsel Award shall be paid from the Gross  
22 Settlement Amount. Any portion of the requested Attorneys' Fees and/or  
23 Attorneys' Expenses that are not awarded to Class Counsel shall be part of the  
24 Net Settlement Amount and shall be distributed to Settlement Class Members  
25 as provided in this Agreement. The Settlement Administrator shall allocate  
26 and pay the Class Counsel Award to Class Counsel from the Gross Settlement  
27 Amount no later than fifteen (15) calendar days after the Funding Date. Class  
28 Counsel shall be solely and legally responsible to pay all applicable taxes on  
the payment made pursuant to this paragraph. The Settlement Administrator

1 shall issue an IRS Form 1099 — MISC to Class Counsel for the payments  
2 made pursuant to this paragraph. If the Court reduces or does not approve the  
3 requested Class Counsel Award, Plaintiff and Class Counsel shall not have  
4 the right to revoke the Settlement, or to appeal such order, and the Settlement  
5 will remain binding.

6 11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00)  
7 shall be allocated from the Gross Settlement Amount for settlement of claims  
8 for civil penalties under the Private Attorneys General Act of 2004 (“PAGA  
9 Payment”). The Settlement Administrator shall pay sixty-five percent (65%)  
10 of the PAGA Payment (\$13,000.00) to the California Labor and Workforce  
11 Development Agency no later than fifteen (15) calendar days after Defendant  
12 funds the Second Installment (hereinafter “LWDA Payment”). Thirty-five  
13 percent (35%) of the PAGA Payment (\$7,000.00) will be distributed to the  
14 Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved  
15 Employee Payment”). For purposes of distributing the PAGA Payment to the  
16 Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata  
17 share of the Aggrieved Employee Payment using the PAGA Payment Ratio  
18 as defined above.

19 12. Settlement Administration Costs. The Settlement Administrator shall be paid  
20 for the costs of administration of the Settlement from the Gross Settlement  
21 Amount. The estimate of the Settlement Administration Costs is \$7,990.00.  
22 The Settlement Administrator shall be paid the Settlement Administration  
23 Costs no later than fifteen (15) calendar days after the Funding Date.

24 O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with  
25 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
26 twenty-eight (28) days following the expiration of the Response Deadline, which  
27 motion shall request final approval of the Settlement and a determination of the  
28 amounts payable for the Service Award, the Class Counsel Award, the PAGA  
Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant

1 with a draft of the Motion at least three (3) business days prior to the filing of the  
2 Motion to give Defendant an opportunity to propose changes or additions to the  
3 Motion.

4 1. Declaration by Settlement Administrator. No later than seven (7) calendar  
5 days after the Response Deadline, the Settlement Administrator shall submit  
6 a declaration in support of Plaintiff's motion for final approval of this  
7 Settlement detailing the number of Notice Packets mailed and re-mailed to  
8 Class Members, the number of undeliverable Notice Packets, the number of  
9 timely requests for exclusion, the full names of any Class Members who opt  
10 out of the Settlement, the number of objections received, the amount of the  
11 average, lowest, and highest Individual Settlement Payments, the amount of  
12 the average, lowest, and highest Aggrieved Employee Payments, the  
13 Settlement Administration Costs, and any other information as the Parties  
14 mutually agree or the Court orders the Settlement Administrator to provide.

15 2. Final Approval Order and Judgment. Class Counsel shall present an Order  
16 Granting Final Approval of Class Action Settlement to the Court for its  
17 approval, and Judgment thereon, at the time Class Counsel files the Motion  
18 for Final Approval.

19 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
20 an opportunity for Counsel for Defendant to review the Motions for Preliminary and  
21 Final Approval, including the Order Granting Final Approval of Class Action  
22 Settlement, and Judgment at least three (3) business days in advance of filing with the  
23 Court. The Parties and their counsel will cooperate with each other and use their best  
24 efforts to affect the Court's approval of the Motions for Preliminary and Final  
25 Approval of the Settlement, and entry of Judgment.

26 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
27 their best efforts to implement the Settlement.  
28

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
2 except such proceedings necessary to implement and complete the Settlement, pending  
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 4 Q. Amendment or Modification. This Agreement may be amended or modified only by  
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
7 Agreement among these Parties, and no oral or written representations, warranties or  
8 inducements have been made to any Party concerning this Agreement or its Exhibit  
9 other than the representations, warranties and covenants contained and memorialized  
10 in this Agreement and its Exhibit.
- 11 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
12 represent they are expressly authorized by the Parties whom they represent to negotiate  
13 this Agreement and to take all appropriate Action required or permitted to be taken by  
14 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
15 documents required to effectuate the terms of this Agreement. The person signing this  
16 Agreement on behalf of Defendant represents and warrants that he/she is authorized to  
17 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she  
18 is authorized to sign this Agreement and that she has not assigned any claim, or part  
19 of a claim, covered by this Settlement to a third-party.
- 20 T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
21 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 22 U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
23 shall be governed by and interpreted according to the laws of the State of California.
- 24 V. Counterparts. This Agreement may be executed in one or more counterparts. All  
25 executed counterparts and each of them shall be deemed to be one and the same  
26 instrument provided that counsel for the Parties to this Agreement shall exchange  
27 among themselves copies or originals of the signed counterparts.
- 28 W. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement  
is a fair, adequate, and reasonable settlement of this Action and have arrived at this

1 Settlement after extensive arms-length negotiations, taking into account all relevant  
2 factors, present and potential.

3 X. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
4 respect to the interpretation, implementation, and enforcement of the terms of this  
5 Agreement and all orders and judgments entered in connection therewith, and the  
6 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
7 interpreting, implementing and enforcing the settlement and all orders and judgments  
8 entered in connection with this Agreement.

9 Y. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
10 the Court shall first attempt to construe the provisions valid to the fullest extent  
11 possible consistent with applicable precedents so as to define all provisions of this  
12 Agreement valid and enforceable.

13 Z. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
14 certification for purposes of this settlement only.

15 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
16 Released Class Claims and Released PAGA Claims have merit and give rise to liability  
17 on the part of Defendant. Defendant claims that the Released Class Claims and  
18 Released PAGA Claims have no merit and do not give rise to liability. This Agreement  
19 is a compromise of disputed claims. Nothing contained in this Agreement and no  
20 documents referred to and no action taken to carry out this Agreement may be  
21 construed or used as an admission by or against the Defendant or Plaintiff or Class  
22 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be  
23 specifically set forth herein, each Party shall be responsible for and shall bear its/his  
24 own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 10 15 25

Petra Rios  
Petra Rios soto (Oct 15, 2025 13:36:18 PDT)

3  
4 PETRA RIOS

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6  
7 DATED:

PURESERVE BUILDING SERVICES, INC.

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9  
10 Printed Name

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12 Title

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: \_\_\_\_\_

PETRA RIOS

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 10/16/25

  
PURESERVE BUILDING SERVICES, INC.

George Marquet  
Printed Name

CEO  
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
2

3 DATED: October 15, 2025

JCL LAW FIRM, A.P.C.

4 By:  \_\_\_\_\_

5 Attorneys for Plaintiff and the Settlement Class  
6 Members

7  
8  
9 DATED: October 15, 2025

ZAKAY LAW GROUP, APLC

10 By:  \_\_\_\_\_

11 Attorneys for Plaintiff and the Settlement Class  
12 Members

13  
14 DATED: \_\_\_\_\_

NOLAND, HAMERLY, ETIENNE & HOSS

15 By: \_\_\_\_\_

16 Attorneys for Defendant  
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1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
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3 DATED: \_\_\_\_\_

JCL LAW FIRM, A.P.C.

4

By: \_\_\_\_\_

5

Attorneys for Plaintiff and the Settlement Class  
6 Members

7

8

9

10 DATED: \_\_\_\_\_

ZAKAY LAW GROUP, APLC

11

By: \_\_\_\_\_

12

Attorneys for Plaintiff and the Settlement Class  
13 Members

14

15 DATED: 10/16/25

NOLAND, HAMERLY, ETIENNE & HOSS

16

By: Shamir R. Payne

17

Attorneys for Defendant

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# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT  
AND FINAL HEARING DATE**

**(Rios v. Pureserve Building Services, Inc., Monterey County Superior Court Case No. 24CV003470)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.<br><b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [REDACTED] &gt;&gt;. See the explanation below.</b><br>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below. |
| <b>Exclude Yourself</b>                                             | If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b> .<br>Instructions are set forth below.                                                                                                                                                                                                                                                  |
| <b>Object</b>                                                       | You may write to the Court about why you believe the settlement should not be approved.<br>Directions are provided below.                                                                                                                                                                                                                                                                                                                                                                                                    |

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Monterey (the “Court”) has been reached between Plaintiff Petra Rios (“Plaintiff”) and Defendant Pureserve Building Services, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

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

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On August 20, 2024, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of Monterey (the “Class Action”). The Class Action asserted the following claims against Defendant: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure to Provide Accurate

Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (8) Failure to Reimburse Employees for Required Expenses in Violation Of Cal. Lab. Code § 2802. On October 24, 2024, Plaintiff filed a representative action complaint in the Monterey County Superior Court, Case No. 24CV004490, alleging one cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*] (Monterey County Superior Court Case No. 24CV004490) (the “Representative Action”). On September 30, 2025, the Parties filed a Stipulation and [Proposed] Order to consolidate the Class Action and the Representative Action for purposes of settlement approval (collectively, the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and/or penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 27, 2025, the Parties participated in an all-day mediation with Brian Sinclair, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendant agreed to pay an “all in” amount of Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

Defendant will pay to the Settlement Administrator the Gross Settlement Amount in three (3) equal installments as follows: (1) The first installment in the amount of \$131,666.67 is to be made no later than September 7, 2025 (“First Installment”); (2) The second installment in the amount of \$131,666.67 is to be made 6 months after payment of the First Installment, or the date the Court grants preliminary approval of the settlement, whichever is later (“Second Installment”); and (3) The third installment in the amount of \$131,666.66 is to be made 6 months after payment of the Second Installment, or the date the Court grants final approval of the settlement, whichever is later (“Third Installment”).

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,990.00 for expenses, including expenses of sending this Notice, processing opt outs, distributing settlement payments, and translating this notice to Spanish.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (\$131,666.67) and actually incurred litigation expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for her services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$13,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$7,000.00 which will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** object or request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendant during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendant in California, at any time during the period beginning August 20, 2023, to June 27, 2025 ("PAGA Period").

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalty and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Claims. Upon the Settlement Administrator's receipt of the Third Installment and full funding of the Gross Settlement Amount, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or that reasonably could have been alleged based on the facts alleged, including costs and attorneys' fees related thereto, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Upon the Settlement Administrator's receipt of the Third Installment and full funding of the Gross Settlement Amount, Plaintiff and the State of California shall release all Released PAGA Claims. "Released PAGA Claims" means all claims for penalties under the California Private Attorneys' General Act, including attorneys' fees and costs related thereto, alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, predicated upon violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### **5. How much will my payment be?**

Defendant's records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period (August 20, 2020, through June 27, 2025).

Based on this information, your estimated Individual Settlement Payment is << \_\_\_\_ >>.

Defendant's records reflect that you have << \_\_\_\_ >> pay periods worked during the PAGA Period (August 20, 2023, through June 27, 2025).

Based on this information, your estimated Aggrieved Employee Payment is << \_\_\_\_ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

#### **6. How can I get a payment?**

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC, 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If

the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Rios v. Pureserve Building Services, Inc.*, currently pending in Superior Court of Monterey Case No. 24CV003470. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rios v. Pureserve Building Services, Inc., Monterey County Superior Court, Case No. 24CV003470***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_.** The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Class Counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

#### 9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on**, at the Monterey County Superior Court, Department 14, located at 1200 Aguajito Road, Monterey, CA 93940 before Judge Carrie M. Panetta. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

#### 10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Rios v. Pureserve Building Services Inc., Monterey County Superior Court, Case No.24CV003470***, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o Apex Class Action.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at <https://apexclassaction.com/>.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Children's Advocacy Institute, consistent with California Code of Civil Procedure Section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# **EXHIBIT 2**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)

[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Perssia Razma (State Bar #351398)

[prazma@jcl-lawfirm.com](mailto:prazma@jcl-lawfirm.com)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)599-8292

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)

[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

Jackland K Hom (State Bar #327243)

[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)

Jaclyn Joyce (State Bar #285124)

[jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)255-9047

Attorneys for Plaintiff PETRA RIOS

ELECTRONICALLY FILED BY

Superior Court of California,

County of Monterey

On 01/09/2026

By Deputy: Lopez, Jose

**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 June 5, 2026 ~~a~~**8:30**  
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.  
10  
11  
12

13 Dated: 12/22/2025

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
CARRIE M. PANETTA

# **EXHIBIT 3**

## Jennifer Heming

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**From:** no-reply@formassembly.com  
**Sent:** Friday, October 24, 2025 6:22 PM  
**To:** Liana Rios  
**Subject:** Thank you for your Proposed Settlement Submission

10/24/2025 06:21:22 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/24/2025 06:21:22 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1046543-24

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website:

[https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate\\_Atorneys\\_General\\_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7C1ea387419a1e44de771008de1364e875%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638969521290789983%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlIsIkFOIjoiTWVpbCIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=bH88S3ow1phkAHU4ohHmpHCFsPnZdPlq9xB4Bilox7U%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7C1ea387419a1e44de771008de1364e875%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638969521290789983%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlIsIkFOIjoiTWVpbCIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=bH88S3ow1phkAHU4ohHmpHCFsPnZdPlq9xB4Bilox7U%3D&reserved=0)

# **EXHIBIT 4**

# **EXHIBIT 5**

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Fax: (619) 599-8291

---

**FIRM RESUME**

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

**ATTORNEY BIOGRAPHIES**

**Jean-Claude Lapuyade, Esq.**  
California Bar Number 248676  
Founding Partner

**Biography:**

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

**Bar Admissions:**

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

**Professional Associations:**

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

**Education:**

- **California Western School of Law**
  - J.D. - 2006
  - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
  - B.A. - 2001
  - Major: History

**Honors:**

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

**Perssia Razma, Esq.**  
California Bar Number 351398  
Associate Attorney

**Biography:**

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

**Education:**

- **University of San Diego School of Law**
  - J.D. - 2023
- **San Diego State University**
  - B.A. – 2020
  - Major: Psychology

**Sydney Castillo-Johnson, Esq.**  
California Bar Number 343881  
Associate Attorney

**Biography:**

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

**Education:**

- **California Western School of Law**
  - J.D.- 2022
  - Honors:
    - Dean's Honor List: Spring 2021, Fall 2021
    - Public Service Honor Society Fall 2021
    - 3L Academic Merit Scholarship
    - Dean's Diversity, Service, and Leadership Scholarship
  - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
  - B.A. – 2018
  - Major: Criminal Justice

### JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

### EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

*alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);