

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

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.

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

~~PROPOSED~~ JUDGMENT

Date: July 31, 2026

Time: 8:32 a.m.

Judge: Hon. Ian Rivamonte

Dept.: 14

1 Plaintiff PETRA RIOS' (hereinafter "Plaintiff") motion for an order finally approving the
2 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims
3 ("Agreement") and Motion for Class Counsel Award and Service Award duly came on for hearing
4 on July 31, 2026, before the above-entitled Court. The parties having settled this action and the
5 Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA
6 Settlement and good cause appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The Class
9 is defined as all current and former non-exempt employees who worked for Defendant Pureserve
10 Building Services, Inc. ("Defendant") in California at any time during the period of August 20,
11 2020, through June 27, 2025 (the "Class Period").

12 2. All persons who meet the foregoing definition are Settlement Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. Upon entry of final judgment and full funding of the Gross Settlement Amount,
24 Plaintiff and each Class Member who has not validly opted out has released the "Released Parties"
25 from the "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined as all class claims or causes of
28 action alleged, or that reasonably could have been alleged based on the facts alleged, including

1 costs and attorneys' fees related thereto, in the operative complaint in the Action which occurred
2 during the Class Period, and expressly excluding all other claims, including claims for vested
3 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and class claims outside of the Class Period.

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

10 8. Upon entry of final judgment and full funding of the Gross Settlement Amount,
11 Plaintiff and the State of California release the Released Parties from the "Released PAGA
12 Claims" for the "PAGA Period" as set forth in the Agreement.

13 9. As used in paragraph 8 above, the quoted terms have the meanings set forth below:

14 (a) The "Released PAGA Claims" are defined as all claims for penalties or
15 causes of action under the California Private Attorneys' General Act, including attorneys' fees and
16 costs related thereto, alleged or that reasonably could have been alleged based on the facts alleged,
17 including costs and attorneys' fees related thereto, in the operative complaint in Plaintiff's separate
18 PAGA action (Monterey County Superior Court Case No. 24CV004490) and Plaintiff's August 20,
19 2024 PAGA notice to the LWDA which occurred during the PAGA Period, predicated upon violation
20 of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3,
21 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and
22 2804, and California Industrial Welfare Commission Orders and expressly excluding all other claims,
23 including claims for vested benefits, wrongful termination, unemployment insurance, disability, social
24 security, workers' compensation, and PAGA claims outside of the PAGA Period.

25 (b) The "PAGA Period" is defined as the period beginning August 20, 2023,
26 through June 27, 2025.

27 10. This Court hereby grants final approval and awards the following: (i) One Hundred
28 Forty-One Thousand Eight Hundred Twenty-Two Dollars and Seventy-One Cents (\$141,822.71)

1 for the Class Counsel Award comprised of attorneys' fees of one-third of the Gross Settlement
2 Amount, or One Hundred Thirty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
3 Cents (\$131,666.67) and reimbursement of costs and expenses in the amount of Ten Thousand
4 One Hundred Fifty-Six Dollars and Four Cents (\$10,156.04); (ii) the Service Award to Class
5 Representative, Petra Rios, in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00);
6 (iii) Settlement Administration Costs of Seven Thousand Nine Hundred Ninety Dollars and Zero
7 Cents (\$7,990.00) to Apex Class Action, LLC; (iv) Thirteen Thousand Dollars and Zero Cents
8 (\$13,000.00) (65% of the PAGA Payment) to the Labor and Workforce Development Agency
9 ("LWDA PAGA Payment"); and Seven Thousand Dollars and Zero Cents (\$7,000.00) (35% of the
10 PAGA Payment) allocated to the Aggrieved Employees ("Aggrieved Employee Payment").

11 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce
12 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
13 California Labor Code section 2699(1)(3).
14

15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
16 **ORDERED.**

17 DATED: August 3, 2026
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21 Hon. Ian Rivas
22 JUDGE OF THE SUPERIOR COURT
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