

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 MONTERERY

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~~ ORDER GRANTING FINAL
APPROVAL**

Date: July 31, 2026

Time: 8:32 a.m.

Judge: Hon. Ian Rivamonte

Dept.: 14

FILED
Superior Court of California,
County of Monterey
08/05/2026

By: Keith Habicht, Deputy Clerk

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Service Award duly came on for hearing on July 31, 2026, before the above-entitled Court. JCL
4 Law Firm, APC and Zakay Law Group, APLC appeared on behalf of Plaintiff Petra Rios (hereinafter
5 "Plaintiff"). Noland, Hamerly, Etienne & Hoss appeared on behalf of Defendant Pureserve Building
6 Services, Inc. (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Monterey ("Court"), Case No. 24CV003470,
15 entitled *Rios v. Pureserve Building Services, Inc., et al.*, and over all Parties to this litigation,
16 including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On December 22, 2025, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was
24 mailed by first class mail to the Class Members at their last known addresses on January 27, 2026.
25 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was March 13, 2026.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected or requested exclusion.

4 **Fairness Of the Settlement**

5 6. The Agreement provides for a Gross Settlement Amount of \$395,000.00.
6 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
7 Cal.App.4th 1794, 1801.)

8 a. The Settlement was reached through arms-length bargaining between
9 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
10 settlement.

11 b. The Parties' investigation and discovery have been sufficient to allow
12 the Court and counsel to act intelligently.

13 c. Counsel for all parties are experienced in similar employment class
14 action litigation and have previously settled similar class claims on behalf of employees claiming
15 compensation. All counsel recommended approval of the Settlement.

16 d. No objections or requests for exclusion were received.

17 e. The participation rate is unanimous. 100% of Class Members will be
18 participating in the Settlement and will be sent settlement payments.

19 7. The consideration to be given to the Class Members under the terms of the
20 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
21 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
22 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
23 litigation and the delays which would ensue from continued prosecution of the Action.

24 8. The Agreement is finally approved as fair, adequate, and reasonable and in
25 the best interests of the Class Members.

26 **PAGA Payment**

27 9. The Agreement provides for a PAGA Payment in the amount of \$20,000.00.
28 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and

1 the allocation of \$13,000.00 to the Labor and Workforce Development Agency (“LWDA PAGA
2 Payment”) and \$7,000.00 to Aggrieved Employees (“Aggrieved Employee Payment”) is fair and
3 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
4 Cal.App.5th 56.

5 **Class Counsel Award**

6 10. The Agreement provides for a payment for Class Counsel Award in the
7 amount of up to One Hundred Fifty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
8 Cents (\$156,666.67). Subject to Court approval, the Class Counsel Award consists of attorneys’
9 fees equal to one-third of the Gross Settlement Amount, or One Hundred Thirty-One Thousand Six
10 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$131,666.67) and reimbursement of litigation
11 expenses in the amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

12 11. One Hundred Forty-One Thousand Eight Hundred Twenty-Two Dollars and
13 Seventy-One Cents (\$141,822.71) for the Class Counsel Award comprised of attorneys’ fees equal
14 to one-third of the Gross Settlement Amount, or One Hundred Thirty-One Thousand Six Hundred
15 Sixty-Six Dollars and Sixty-Seven Cents (\$131,666.67) and reimbursement of litigation expenses
16 in the amount of Ten Thousand One Hundred Fifty-Six Dollars and Four Cents (\$10,156.04) is
17 reasonable in light of the contingent nature of Class Counsel’s fee, the hours worked by Class
18 Counsel, and the results achieved by Class Counsel. The requested attorneys’ fee award represents
19 one-third of the common fund, which is reasonable, and is supported by Class Counsel’s lodestar.

20 **Service Award**

21 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
22 and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court’s approval. The Court finds that the
23 reduced amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff is reasonable in
24 light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

25 **Settlement Administration Costs**

26 13. The Agreement provides for Settlement Administration Costs to be paid in
27 an amount not to exceed \$7,990.00. The Declaration of the Administrator provides that the actual
28 Settlement Administration Costs were \$7,990.00. The amount of this payment is reasonable in light

1 of the work performed by the Administrator.

2 **Employer-Side Payroll Taxes**

3 14. Because the Settlement Administrator is unable to calculate the amount due
4 for the employer-side payroll taxes until after the Court grants final approval of the settlement,
5 Defendant shall fund its share of the employer-side payroll taxes together with the Third Installment.
6 The Parties are in agreement that Defendant shall fund its share of the employer-side payroll taxes
7 together with the Third Installment and do not anticipate any issues with Defendant funding the
8 Third Installment.

9 **II.**

10 **ORDERS**

11 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

12 1. The Class is certified for the purposes of settlement only. The Class is hereby
13 defined to include:

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

17 2. There are 296 members of the Class. Every person in the Class who did not
18 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
19 to the Settlement.

20 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
21 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
22 this Order and the terms of the Agreement.

23 4. Upon entry of final judgment and full funding of the Gross Settlement
24 Amount, each Settlement Class Member shall release the “Released Parties” from the “Released
25 Class Claims” and Plaintiff and the state of California shall release the “Released Parties” from the
26 “Released PAGA Claims.”

27 a. The “Released Parties” are defined as Defendant and its current or
28 former attorneys, insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns,

1 agents, officers, exempt employees, directors, owners, members, parent companies, and any
2 individual or entity that could be jointly liable with Defendant for any of the Released PAGA Claims
3 and/or Released Class Claims.

4 a. The “Released Class Claims” are defined as all class claims or causes
5 of action alleged, or that reasonably could have been alleged based on the facts alleged, including
6 costs and attorneys’ fees related thereto, in the operative complaint in the Action which occurred
7 during the Class Period, and expressly excluding all other claims, including claims for vested
8 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
9 compensation, and class claims outside of the Class Period.

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

21 5. Class Counsel are awarded the Class Counsel Award in the amount of One
22 Hundred Forty-One Thousand Eight Hundred Twenty-Two Dollars and Seventy-One Cents
23 (\$141,822.71), comprised of attorneys’ fees equal to one-third of the Gross Settlement Amount, or
24 One Hundred Thirty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
25 (\$131,666.67) and reimbursement of litigation expenses in the amount of Ten Thousand One
26 Hundred Fifty-Six Dollars and Four Cents (\$10,156.04). Class Counsel shall not seek or obtain any
27 other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

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1 6. The payment of the Service Award to Plaintiff in the amount of \$5,000.00
2 instead of the requested \$10,000.00 is approved.

3 7. The payment of \$7,990.00 to the Settlement Administrator for the Settlement
4 Administration Costs is approved.

5 8. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,
6 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
7 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
8 fraud or collusion.

9 9. Final Judgment is hereby entered in this action. The Final Judgment shall
10 bind each Settlement Class Member.

11 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
12 California and all Aggrieved Employees, pursuant to the California Private Attorneys General Act
13 (“PAGA”).

14 11. The Court further finds and determines that Class Counsel satisfied California
15 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
16 under the Private Attorneys General Act (“PAGA”) on October 24, 2025 and again on May 8, 2026.

17 12. The Court orders Class Counsel to comply with California Labor Code §
18 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
19 entry of this Order.

20 13. The Agreement is not an admission by Defendant, nor is this Final Approval
21 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
22 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
23 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
24 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
25 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
26 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
27 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
28 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose

1 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
2 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
3 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
4 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
5 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
6 or issue preclusion or similar defense as to the claims being released by the Settlement.

7 14. Notice of entry of this Final Approval Order and Judgment shall be given to
8 Class Counsel on behalf of Plaintiff and all Settlement Class Members. It shall not be necessary to
9 send notice of entry of this Final Approval Order and Judgment to individual Settlement Class
10 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
11 website as indicated in the Class Notice.

12 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
13 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
14 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
15 connection with the distribution of settlement benefits.

16 16. If the Settlement does not become final and effective in accordance with the
17 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
18 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
19 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

20 17. A hearing regarding the final accounting of the settlement fund distribution
21 shall be held before this Court on February 2, 2027, at 10:00 a.m. in Department 14 of the Monterey
22 County Superior Court.

23 **IT IS SO ORDERED.**

24 DATED: August 3, 2026

25
26
27 
28 Hon. Jan Rivamonte
JUDGE OF THE SUPERIOR COURT