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**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]*

**DECLARATION OF PETRA RIOS IN  
SUPPORT OF 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, PETRA RIOS, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Class Representative in  
3 the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for Final Approval  
4 of Class Action and PAGA Settlement and in support of Motion for Class Counsel Award and Service  
5 Award. I have personal knowledge of all the facts stated herein. I could and would competently testify  
6 under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in June 2024 and filed the lawsuit in August 2024. I filed the case  
8 on behalf of myself and a class of all persons who are or previously were employed by Defendant in  
9 California and classified as non-exempt employees at any time during the period of August 20, 2020,  
10 to June 27, 2025 (the "Class Period").

11 3. I worked for Defendant as a non-exempt employee, paid on an hourly basis, from July  
12 2023 to September 2023. Throughout my employment, I was subject to Defendant's written policies  
13 and procedures.

14 4. I filed the case because I believed my rights as an employee were violated by Defendant  
15 and also the rights of other employees that worked for Defendant. Among other claims, I believe  
16 Defendant failed to provide compliant meal and rest periods, failed to pay all wages, failed to pay for  
17 all time worked, failed to reimburse necessary business expenses, failed to furnish accurate itemized  
18 wage statements, and failed to pay all wages upon separation.

19 5. Before I initiated the case as a Plaintiff and Class Representative, I spoke at length with  
20 my attorneys. We discussed my work experience and how company policies were applied to me and  
21 other employees. I provided the attorneys with documents they requested. We reviewed the documents  
22 together and asked and answered many questions regarding my experience working for Defendant, the  
23 litigation process, and about class actions generally.

24 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit  
25 and as a proposed Class Representative. I understood that pursuing this action as a class action rather  
26 than merely seeking my individual claims substantially increased the risk to me. Those risks included  
27 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action  
28 if I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny

1 by the attorneys and the Court because I needed to prove that I was an adequate class representative.  
2 Further, I understood that I would lose some autonomy over my individual claims that I could not make  
3 decisions for my sole benefit and that I needed to make every litigation decision with the best interests  
4 of the Class in mind.

5 7. I also understood that pursuing this litigation created a very public record of my grievances  
6 with Defendant which produced the risk that a future employer could hold it against me that I sued a  
7 former employer.

8 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on  
9 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand  
10 to receive from this settlement. My attorneys explained to me that the net settlement value of my  
11 individual claims may be greater than my ultimate recovery from the net class settlement amount.

12 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because  
13 I believed violations occurred and most employees would not know what their rights are and even if  
14 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

15 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status  
16 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,  
17 because I wanted to keep up with developments in the case which I understood was one of my duties  
18 as a class representative.

19 11. **Review and Approval of Settlement:** A mediation was held on June 27, 2025. Even  
20 though I could not attend, I was available by telephone to speak with my attorneys and did speak with  
21 them regarding the mediation before and after it took place. I was satisfied with the terms of the  
22 settlement that was agreed to by the parties. I reviewed and signed the Memorandum of Understanding  
23 on August 5, 2025, and when the settlement papers were ready, I again spoke with my attorneys and  
24 reviewed the settlement agreement which I signed on October 15, 2025.

25 12. **Participation:** Since I retained Class Counsel nearly two years ago, I have been actively  
26 involved with this class action lawsuit performing the duties described above. While I did not keep  
27 formal time records, I was in regular contact with my attorneys, reviewed important court filings with  
28 my attorneys, and spent considerable time on the issues presented during the litigation and in the

1 settlement process. I estimate that I spent approximately 20-25 hours working on this case.

2 13. I understand that the Service Award is intended, in part, to compensate me for my release  
3 of the Released Class Claims. Additionally, unlike the other Class Members, I also granted Defendant  
4 a broad general release and waiver of claims pursuant to California Civil Code section 1542 and  
5 released Defendant from all claims whether known or unknown, under federal law or state law.

6 14. Also, my attorneys explained to me that the settlement process involved a two-step review  
7 by the Court to determine whether the settlement was fair before ordering that the settlement be funded  
8 and paid. I knew this process also involved notifying all class members of the settlement terms and of  
9 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the  
10 settlement.

11 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who  
12 now stand to receive substantial monetary payments as a result of this case and settlement. I also  
13 believe that the requested Service Award in the amount of \$10,000.00 from the settlement is fair  
14 compensation for (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices  
15 made not pursuing this case individually, and (4) the risks I undertook.

16 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the  
17 risks I undertook by suing a former employer, the broad general release, the exposure to being  
18 responsible for paying Defendant's costs in the event we did not win the case, and in light of the size  
19 of the settlement, I believe the request for \$10,000.00 as a Service Award is fair and reasonable.

20 17. Further, I support my attorneys' application for a payment of a Class Counsel Award in  
21 the amount of \$156,666.67, comprised of attorneys' fees equal to one-third of the Gross Settlement  
22 Amount, which is equal to \$131,666.67, and up to \$25,000.00 for actually incurred litigation expenses.

23  
24 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
25 true and correct. Executed on 04/30/2026 at Salinas California.

26  
27 By:  \_\_\_\_\_  
28 PETRA RIOS