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14  
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **IN AND FOR THE COUNTY OF MONTEREY**

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

20 Plaintiff,

v.

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

24 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

1 certified Spanish translation.

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

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

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

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

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

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

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

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

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

27 II. “PAGA Settlement” means the settlement and release of the PAGA Claims that arise  
28 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

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

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

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

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

16 **II. RECITALS**

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

- 19 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
- 20 2. Failure To Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197  
21 & 1197.1;
- 22 3. Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
- 23 4. Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§  
24 226.7 & 512 and the Applicable IWC Wage Order;
- 25 5. Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§  
26 226.7 & 512 and the Applicable IWC Wage Order;
- 27 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab.  
28 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

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

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

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

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

24 J. The Parties believe that the Settlement is fair, reasonable, and adequate. The  
25 Settlement was arrived at through arm's-length negotiations, considering all relevant  
26 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to  
27 continuing the Action through trial and any appeal. Accordingly, the Parties desire to  
28 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           1.     This Settlement Agreement shall be void *ab initio* and of no force or effect,  
2           and shall not be admissible in any judicial, administrative, or arbitral  
3           proceeding for any purpose or with respect to any issue, substantive or  
4           procedural;
- 5           2.     The conditional class certification (obtained for any purpose) shall be void *ab*  
6           *initio* and of no force or effect, and shall not be admissible in any judicial,  
7           administrative, or arbitral proceeding for any purpose or with respect to any  
8           issue, substantive or procedural; and
- 9           3.     None of the Parties to this Settlement will be deemed to have waived any  
10          claims, objections, defenses, or arguments in the Action, including with  
11          respect to the issue of class certification.

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

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

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

28       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

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

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

23 L. Settlement Administrator. The Settlement Administrator shall be responsible for:  
24 establishing and administering the QSF; calculating, processing and mailing payments  
25 to the Class Representative, Class Counsel, LWDA and Class Members; printing and  
26 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
27 and reporting the objections and requests for exclusion; calculating, deducting and  
28 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.

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

3 N. Allocation of the Gross Settlement Amount.

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

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

28 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.

8

9

\_\_\_\_\_  
Printed Name

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11

\_\_\_\_\_  
Title

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

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

3

PETRA RIOS

4

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

6

7 DATED: 10/16/25

  
PURESERVE BUILDING SERVICES, INC.

8

9

George Marquet  
Printed Name

10

11

CEO  
Title

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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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28

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

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

JCL LAW FIRM, A.P.C.

4

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

5

Attorneys for Plaintiff and the Settlement Class  
6 Members

6

7

8

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

ZAKAY LAW GROUP, APLC

10

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

11

Attorneys for Plaintiff and the Settlement Class  
12 Members

12

13

14

DATED: 10/16/25

NOLAND, HAMERLY, ETIENNE & HOSS

15

By: Shawlyn R. Payne

16

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. <b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [REDACTED] &gt;&gt;. See the explanation below.</b> 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> Instructions are set forth below.
<b>Object</b>	You may write to the Court about why you believe the settlement should not be approved. 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.