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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Cynthia Hurtado, Deputy

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
S. Phillip Song (SBN 326572)
Micaela de Guzman (SBN 363741)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: mdeguzman@moonlawgroup.com
E-mail: psong@moonlawgroup.com

Attorneys for Plaintiff Maria Jimenez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MARIA JIMENEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

MAGIC JANITORIAL SOLUTIONS, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-25-007785

[~~PROPOSED~~] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Kane Moon, the Declaration of Plaintiff, and the Declaration of Sean Hartranft*]

PRELIMINARY APPROVAL HEARING:
Date: October 23, 2026
Time: 8:30 a.m.
Dept.: 23
Judge: Hon. Clifford H. Tong

Action Filed: August 13, 2025
Trial Date: Not set

~~[PROPOSED]~~ PRELIMINARY APPROVAL ORDER

The Court has before it Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the supporting Declarations of Kane Moon, Plaintiff Maria Jimenez ("Plaintiff"), Sean Hartranft of APEX Class Action Administration and GOOD CAUSE appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement") attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant Magic Janitorial Solutions, Inc. ("Defendant") (together with Plaintiff, the "Parties") agrees to create a common, non-reversionary gross fund of at least $180,000.00 (the "Gross Settlement Amount"), subject to an escalator clause, to cover (a) Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount; (c) a Class Counsel Expenses Payment for reimbursement of actual litigation costs not to exceed $20,000.00; (d) an Administration Expenses Payment not to exceed $5,890.00; (e) PAGA Penalties of $10,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* ("PAGA"), and distributed as 35% ($3,500.00) to the Aggrieved Employees and 65% ($6,500.00) to the California Labor and Workforce Development Agency (the "LWDA"); and (f) a Class

Representative Enhancement Award to Plaintiff of not more than $10,000.00.[1] Defendant will separately pay its employer's payroll taxes owed on the wage portions of the Individual Class Payments,

3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant class-wide discovery, investigation, research, and litigation have been conducted such that counsel for the respective Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of serious, informed, adversarial, and arm's-length negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith and meets the requirements for preliminary approval.

4. A final approval hearing on the question of whether the proposed Settlement, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Administration Expenses Payment, the PAGA Penalties, and the Class Representative Enhancement Award should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies, for settlement purposes only, the following class (the "Class"): all current and former hourly-paid, non-exempt employees of Defendant who worked in California at any time during the Class Period. The "Class Period" means August 13, 2021, through June 27, 2026. Excluded from the Class will be any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant

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[1] Pursuant to ¶ 4.0 of the Settlement, the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments will be funded in three installments. (Settlement, ¶ 4.0.) The first installment of $120,000.00 will be paid no later than 14 calendar days after the Effective Date. (*Id.*) The second installment of $30,000.00 will be paid no later than 60 calendar days after the first installment. (*Id.*) The third installment of $30,000.00 will be paid no later than 60 calendar days after the second installment. (*Id.*) Defendant will fund the employer's share of payroll taxes with the final installment. (*Id.*)

to the instructions provided in the Class Notice.

6. The Court identifies, for settlement purposes only, the following individuals (the "Aggrieved Employees"): all current and former hourly-paid, non-exempt employees of Defendant who worked in California at any time during the PAGA Period. The "PAGA Period" means August 13, 2024, through June 27, 2026.

7. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. **Releases of Claims**. Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows: (Settlement, ¶ 5.)

a. Released Parties. "Released Parties" means: Defendant and all of its past, present, and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors, and assigns; and all of their past, present, and future shareholders, officers, directors, employees, agents, insurers, advisors, accountants, representatives, trustees, heirs, executors, administrators, and successors and assigns. (*Id.* at ¶ 1.40.)

b. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or will in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment. (*Id.* at ¶ 5.0.) Plaintiff understands she is

releasing potentially unknown claims and that Plaintiff may have limited knowledge with respect to some of the claims being released. (*Id.*) Plaintiff acknowledges there is a risk that, after signing this Agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement. (*Id.*) Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. (*Id.*) Plaintiff agrees that this Agreement is fairly and knowingly made. (*Id.*) Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into this Agreement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party. (*Id.*) Plaintiff likewise waives all rights and benefits afforded by California Civil Code section 1542. Section 1542 provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. (*Id.*)

1) The Parties understand the word "claim(s)" to include all actions, complaints, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims based in any way on, or otherwise related to or arising out of Plaintiff's employment with Defendant, including, but not limited to, any and all claims under the California Fair Employment and Housing Act; the California Family Rights Act; the California Unruh Civil Rights Act; the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, 42 USC §§ 2000(e) et seq.; the Civil Rights Act of 1866, as amended, 42 USC §§ 1981 et seq, the Equal Pay Act, as amended, 29 USC §206(d); the Fair Labor Standards Act of 1938, as amended, 29 USC §§ 201 et seq.; the Code of Federal Regulations, the Orders of the California Industrial Welfare Commission regulating wages, hours and working conditions; the California Labor Code (including any claim for

penalties under the California Labor Code Private Attorneys General Act); Article I of the California Constitution; the Rehabilitation Act of 1973, as amended, 29 USC §§ 701 et seq.; the Americans with Disabilities Act of 1990, 42 USC §§ 12100 et seq.; the Family and Medical Leave Act of 1993, 29 USC §§ 2601, et seq. and any state law equivalent; the Employee Retirement Income Security Act of 1974, 29 USC §§ 1001 et seq. to the extent permitted by law; the National Labor Relations Act, as amended, 29 USC §§ 151 et seq.; California Business and Professions Code §§ 17200, et seq.; other statutory and common law claims; statutory or common law rights to attorneys' fees and costs, penalties/fines, and/or punitive damages; any action based on contract, quasi-contract, quantum meruit, implied contract, tort, wrongful or constructive discharge, breach of the covenant of good faith and fair dealing, defamation, libel, slander, immigration issues, infliction of emotional distress, negligence, assault, battery, conspiracy, harassment, discrimination, retaliation on any basis prohibited by statute or public policy, conversion, any interference with business opportunity or with contract or based upon any other theory; or any other federal, state, or local statute, rule, ordinance, regulation, order, or common law under which Plaintiff has made a claim or could make a claim against Defendant (collectively, "Plaintiff's Released Claims"). (*Id.* at ¶ 5.0.1) Plaintiff's Released Claims will not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which cannot be released by private agreement. (*Id.*)

c. Release by Participating Class Members: Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, all Participating Class Members fully and

finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint, under federal, state, and/or local law. (*Id.* at ¶ 5.1) This release includes, without limitation, release of all claims alleged in the First Amended Class and Representative Action Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, and any violations of Business and Professions Code sections 17200, et seq., including all claims for violations of Labor Code §§ 201-203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, 2802, and the applicable IWC Wage Orders (collectively, the "Released Class Claims"). (*Id.*)

1) The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period. (*Id.* at ¶ 5.1.1.)

d. Release by Aggrieved Employees: All Aggrieved Employees fully and finally release and discharge the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint or PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements, including all claims for penalties for alleged violations of Labor Code §§ 201-203, 204, 226, 226.7, 512, 1174, 1174.5, 1194, 1194.2, 1197, 2802, 2699, 2699.3 and the applicable IWC Wage Orders (collectively, the "Released PAGA Claims"). (*Id.* at ¶ 5.2.)

1) The Released PAGA Claims are limited to claims arising during the

PAGA Period and do not release any Aggrieved Employees' claims for wages or statutory penalties. (*Id.* at ¶ 5.2.1.) In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment will be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member. (*Id.*)

9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and definitions as set forth in the Settlement.

10. The Court appoints, for settlement purposes only, Plaintiff as the Class Representative. The Court approves, on a preliminary basis, a Class Representative Enhancement Award from the Gross Settlement Amount of up to $10,000.00 to Plaintiff, in addition to the amount Plaintiff is eligible to receive as a Class Member, for initiating the Action and providing services in support of the Action. To the extent the final amount awarded is less than the amount requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Kane Moon, Allen Feghali, Phillip S. Song, and Micaela L. De Guzman of Moon Law Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (currently estimated to be $60,000.00), as well as reimbursement for actual costs not to exceed $20,000.00. To the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

12. The Court appoints APEX Class Action Administration as the Administrator with payment from the Gross Settlement Amount for reasonable administration costs not to exceed

$5,890.00, except upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

13. The Administrator shall perform services and duties as provided for in the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail in English and Spanish. Class Members shall not be required to submit a claim form in order to receive individual settlement payments.

14. The Court approves, as to form and content, the *Notice of Class and Representative Action Settlement and Final Approval Hearing* (the "Class Notice") attached here as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

15. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the Settlement Agreement according to its terms and provisions.

16. The Court orders the following Implementation Schedule:

November 13, 2026	Defendants shall provide the Class Data to the Administrator.
November 27, 2026	Administrator shall mail the Class Notice.
January 11, 2027	Deadline for objections, requests for exclusion, and disputes concerning workweeks or PAGA pay periods, subject to the additional 14-day period for remailed notices.
February 9, 2027	Deadline to file the motion for final approval and requests for fees, costs, enhancement, administration expenses, and PAGA approval.
March 5, 2027	Final Approval and fairness hearing at 8:30 a.m. in Department 23

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

19. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: 11/4/2026

The Honorable Clifford H. Tong
Judge of the Superior Court, Stanislaus County

EXHIBIT A

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Maria Jimenez v. Magic Janitorial Solutions, Inc.*, Stanislaus County Superior Court, Case No. CV-25-007785 ("Action"), Plaintiff Maria Jimenez ("Plaintiff") alleges Defendant Magic Janitorial Solutions, Inc. ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed from August 13, 2021, through June 27, 2026 ("Class Period").

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed from August 13, 2024, through the date the Class Period ends ("PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, **then you do not need to do anything.**
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, **then you need to follow the instructions in Section 6.** If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, **then you need to follow the instructions in Section 7.** If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq*.; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq*., and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of $180,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed $5,890.00 for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed $10,000.00 to Class Representative for her services in support of the Action and General Release;
- PAGA Penalties in the amount of $10,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed $20,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed 1/3 of the Gross Settlement Amount ($60,000.00) to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with ___ Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be $_____. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Ten Thousand Dollars ($10,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, sixty-five percent (65%) ($6,500.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and thirty-five percent (35%) ($3,500.00) (the "Individual PAGA Payment") shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("PAGA Pay Periods");

1. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with ___ PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be $_____. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator ("Challenge"). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Maria Jimenez v. Magic Janitorial Solutions, Inc.*, Stanislaus County Superior Court, Case No. CV-25-007785); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before January 11, 2027 and returned to the Administrator at the following address:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the Court Appointed Special Advocates for Stanislaus County. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendant Magic Janitorial Solutions, Inc. and each of its predecessors, successors, assigns, and former, present and/or future directors, officers, shareholders, owners, members, attorneys, insurers, parents, subsidiaries, affiliates, and agents, and any other entities that could be considered to have jointly employed the Settlement Class Members or Aggrieved Employees.

Release by Participating Class Members: All Class Members who do not timely opt out of the Settlement will release the Released Parties from all causes of action and claims that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint during the Class Period, including all of the following claims for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint during the Class Period. (collectively, the "Released Class Claims").

The definition of "Released Class Claims" for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, all claims while classified as exempt, or all claims based on facts occurring outside of the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Plaintiff, the LWDA, and all Aggrieved Employees will release the Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the Operative Complaint in the Action and/or Plaintiff's PAGA notice letter or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint in the Action and/or Plaintiff's PAGA notice letter, during the PAGA Period, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii) failure to maintain records in accordance with Labor Code Section 1174; and/or (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 based on the PAGA Period facts plead in the Operative Complaint and underlying LWDA exhaustion letter (collectively, the "Released PAGA Claims").

In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, Aggrieved Employees who exclude themselves from the class action component of the Settlement shall nonetheless receive a payment for the amount of each such individual's estimated share of the Aggrieved Employees' portion of the PAGA Payment and shall have released PAGA claims.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Maria Jimenez v. Magic Janitorial Solutions, Inc.*, Stanislaus County Superior Court, Case No. CV-25-007785); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the January 11, 2027. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Maria Jimenez v. Magic Janitorial Solutions, Inc.*, Stanislaus County Superior Court, Case No. CV-25-007785); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the January 11, 2027. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will ***not*** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither**. If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on March 5, 2027, at 8:30 a.m. in the Superior Court of the State of California, County of Stanislaus, Department 23, located at 801 10th Street, 4th Floor, Modesto, CA 95354. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:	Attorneys for Defendant:
Kane Moon (SBN 249834) E-mail: kmoon@moonlawgroup.com Allen Feghali (SBN 301080) E-mail: afeghali@moonlawgroup.com **MOON LAW GROUP, PC**	Vladimir J. Kozina (SBN 284645) E-mail: vjkozina@mayallaw.com Jenny D. Baysinger (SBN 251014) E-mail: jbaysinger@mayallaw.com **MAYALL HURLEY P.C.**

725 S. Figueroa Street, 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	112 South Church Street Lodi, California 95240 Telephone: (209) 477-3833

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www._____.com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Maria Jimenez v. Magic Janitorial Solutions, Inc.*, Stanislaus County Superior Court, Case No. CV-25-007785.

_____
Full Name (Printed)

_____ _____ _____
Address City State and Zip Code

_____
Telephone Number

_____
Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before January 11, 2027:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619