

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***Monge v. Universal Building Maintenance, LLC, et al.***

(Orange County Superior Court, Case No. 30-2020-01140656-CU-OE-CXC)

**Coordinated and Filed as Orange County Superior Court, Case No. JCCP 5192**

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.**

**PLEASE READ THIS NOTICE CAREFULLY.**

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

<b>To: All current and former hourly-paid, non-exempt employees of Universal Building Maintenance, LLC who were employed by Universal Building Maintenance, LLC in the state of California at any time between May 22, 2016, and June 9, 2022.</b>
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### **BASIC INFORMATION**

#### **1. What Is This Settlement About?**

On May 22, 2020, a lawsuit was commenced by Rosa Nolasco Monge (“Plaintiff”), a former employee of Universal Building Maintenance, LLC (“Defendant”), with the Orange County Superior Court, Case No. 30-2020-01140656-CU-OE-CXC. The case is currently pending in the Orange County Superior Court as Case No. JCCP 5192 (the “Lawsuit”).

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wage for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for business expenses, failed to pay for all vested and unpaid vacation wages upon termination, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The Lawsuit alleges that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

#### **2. Why Is This A Class Action?**

In a class action, one or more people called the Class Representative (in this case, Rosa Nolasco Monge) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court (“Court”) is in charge of this class action.

#### **3. Why Is There A Settlement?**

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action Settlement and Release and Joint Stipulation to Amend Joint Stipulation of Class Action Settlement and Release (collectively the “Agreement” or “Settlement”). On March 24, 2023, the Court granted preliminary approval of the Settlement, appointed Plaintiff Rosa Nolasco Monge as the Class Representative, and appointed her attorneys at Protection Law Group, LLP as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

## WHO IS IN THE SETTLEMENT?

### 4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between May 22, 2016, and June 9, 2022 (the “Class Period”).

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between March 22, 2019, and June 9, 2022 (the “PAGA Period”).

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Five Million Dollars (\$5,000,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or One Million Seven Hundred-Fifty Thousand Dollars (\$1,750,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00);
- D. **Settlement Administration Costs** in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and
- E. **PAGA Payment** in the amount of Five Hundred Thousand Dollars (\$500,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$375,000.00) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$125,000.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant’s between May 22, 2016, and June 9, 2022 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as thirty-three and one-third percent (33 1/3%) wages and sixty-six and two-thirds percent (66 2/3%) will be apportioned as interest and penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee’s wages and will be reported on an IRS Form 1099.

**You worked XXX workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court’s final order approving the Settlement.**

This Amount was determined based on Defendant’s records of your employment between May 22, 2016, and June 9, 2022, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, provide any documentation you have supporting such dispute by June 10, 2023. The Settlement Administrator

and the Parties will attempt to resolve all disputes regarding your workweeks, but the Court ultimately will decide any unresolved dispute. The Settlement Administrator's contact information is listed below:

***Monge v. Universal Building Maintenance***

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Toll-Free: 1(800) 523-5773

Fax: (949) 209-2503

**HOW TO GET A PAYMENT FROM THE SETTLEMENT**

**6. How Can I Get A Payment?**

You do not have to do anything to qualify for a payment of your portion of the Settlement.

**7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?**

Upon the Effective Date, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the "Released Parties" from the "Released Claims" that arose during the "Class Period."

The "Released Parties" include Defendant a/k/a Allied Universal Janitorial Services, LLC, Universal Services of America, LP, Allied Universal Security Services, Allied Universal, their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, corporate parents, related entities, subsidiaries, their clients, joint employers and/or joint obligors.

The "Released Claims" include any and all claims and remedies asserted or that could have been asserted in the Action arising out of the factual allegations in the operative Complaint during the Class Period, including but not limited to statutory, constitutional, tort, common law, and/or contract claims and associated relief related to the alleged failure to pay contractual/agreed upon and/or minimum wages for all hours worked or split shift pay, failure to properly calculate the regular rate of pay and/or to pay overtime compensation for overtime hours worked, failure to provide meal and/or rest break premium compensation and/or properly calculate the regular rate for such payments, failure to timely pay all wages owed (including but not limited to accrued vacation wages) on termination of employment, failure to reimburse business expenses (including but not limited to expenses for alleged uniforms and/or equipment purchases and/or maintenance, personal device usage, personal vehicle usage), failure to provide accurate itemized wage statements, failure to keep accurate records of hours worked, and failure to timely pay all wages owed during employment. This release includes all such claims arising under Labor Code §§ 200-204, 206, 206.5, 210, 212, 215, 216, 218, 218.5, 218.6, 221-225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 229, 238.5, 245-249, 256, 432.5, 432.6, 510-512, 514, 558, 558.1, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 1421, 1434, 2698 et seq., 2800, 2802, 2810, 2810.3, and Business & Professions Code §§ 17200 et seq., California Code of Regulations Title 8, § 11000 et seq., Industrial Welfare Commission Wage Order 5, the Industrial Welfare Commission's Minimum Wage Order, and all other state and local wage/hour and wage payment laws, including wage orders, and common law theories against the Released Parties.

The "Class Period" during which the release of Released Claims pertains is from May 22, 2016, to June 9, 2022.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a Request for Exclusion Form.

## EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit the “Request for Exclusion Form” accompanying this Notice. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated pro rata share of the PAGA Payment because the Request for Exclusion does not apply to the PAGA claim.

### 8. How Can I Not Participate In The Settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. A Request for Exclusion Form has been sent to you along with this Notice. You must complete all information on the Request for Exclusion Form or submit a separate written request for exclusion that includes your name, address, signature, and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Monge v. Universal Building Maintenance, LLC*. I understand that by excluding myself I will not receive money from the class portion of the Settlement.”

Your Request for Exclusion Form or separate written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by June 10, 2023. You cannot exclude yourself by phone.

***Monge v. Universal Building Maintenance***

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Toll-Free: 1(800) 523-5773

Fax: (949) 209-2503

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

### 9. If I Don't Exclude Myself, Can I Sue Defendant For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the other Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

### 10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between March 22, 2019, and June 9, 2022 you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

## THE LAWYERS REPRESENTING THE PROPOSED CLASS

### 11. Do I Have A Lawyer In This Case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firms' contact information are as follows:

## **PROTECTION LAW GROUP LLP**

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
237 California Street  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$1,750,000.00 and reimbursement of litigation cost/expenses of up to \$35,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

## **OBJECTING TO THE SETTLEMENT**

You can object to the Settlement or some part of it.

### **12. How Do I Tell The Court If I Don't Like The Settlement?**

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than June 10, 2023. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on July 28, 2023 at 10:00 a.m. and make an objection at that time, regardless of whether you submitted a written objection. Plaintiff and Defendant will be permitted to respond in writing to any such written Objections no later than seven (7) calendar days before the Final Approval hearing.

### **13. What Is The Difference Between Objecting And Excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

### **14. When And Where Will The Court Decide Whether To Approve The Settlement?**

The Court will hold the Final Approval Hearing at 10:00 a.m. on July 28, 2023, at the Orange County Superior Court located at 751 W Santa Ana Blvd., Santa Ana, CA 92701 in Department CX105.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

### **15. Do I Have To Come To The Hearing?**

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

## **16. How Will I Learn If The Settlement Was Approved?**

A notice of final judgment will be posted on the Settlement Administrator's website located at <https://www.phoenixclassaction.com/universal-building-maintenance/>.

### **IF YOU DO NOTHING**

## **17. What Happens If I Do Nothing At All?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

### **GETTING MORE INFORMATION**

## **18. How Do I Get More Information?**

This notice summarizes the proposed Settlement. More details are in the Agreement. You can get a copy of the Agreement by viewing the Settlement located on the Settlement Administrator's website at <https://www.phoenixclassaction.com/universal-building-maintenance/> or by contacting the Settlement Administrator or Class Counsel. You may also review the documents that have been filed in this matter with the Court (for a fee) on the Court's website: <https://www.occourts.org/online-services/case-access>.

### **WHAT IF MY INFORMATION CHANGES?**

## **19. What If My Contact Information Changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**