

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Hector Ferrer and Francisco Ortiz Castor (“Plaintiffs”) on behalf of themselves and all similarly situated employees, and Defendant United Site Services of California, Inc. (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Actions” means the consolidated First Amended Complaint in *Ferrer v. United Site Services of California, Inc., et al.*, Case No. 21STCV02635 pending in Superior Court of the State of California, County of Los Angeles, encompassing all of the claims brought by Plaintiffs against Defendant, including the class claims asserted in *Castor v. United Site Services of California, Inc.*, Case No. 37-2021-00043312-CU-OE-CTL, pending in Superior Court of the State of California, County of San Diego.
- B. “Aggrieved Employees” means all individuals who worked for Defendant in California as non-exempt employees at any time during the PAGA Period.
- C. “Class” means all California non-exempt employees employed by United Site Services of California, Inc. during the Class Period.
- D. “Class Counsel” means Kane Moon of Moon & Yang, APC, Joseph Lavi of Lavi & Ebrahimian, LLP and Sahag Majarian, II of Law Offices of Sahag Majarian, II.
- E. “Class Counsel Fees and Expenses Payment” means the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address and phone number; Social Security number; his or her employee identification number; and his or her dates of employment during the Class Period.
- G. “Class Member” is a member of the Class by virtue of being employed by Defendant as a non-exempt California employee during the Class Period.
- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.

- I. “Class Period” means the period of time between November 12, 2019 (non-office workers as defined by *Orozco* settlement)¹ or June 12, 2020 (office workers as defined by *Flores* settlement)² through May 14, 2022 or the date of preliminary approval, whichever occurs first.
- J. “Class Representative Incentive Award” means the service payment made to named Plaintiffs in their capacity as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Actions, and for the general release of all claims by the named Plaintiffs.
- K. “Complaint” shall referred to the consolidated First Amended Complaint encompassing all of the claims brought by Plaintiffs against Defendant.
- L. “Court” means the Superior Court of California, County of Los Angeles.
- M. “Defendant” means United Site Services of California, Inc.
- N. “Defendant’s Counsel” means Robert S. Blumberg and Yesenia Garcia Perez of Littler Mendelson P.C.
- O. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
- P. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- Q. “Final” means the last of the following dates, as applicable:
1. If no objection to the Settlement is made, the date the Judgment is entered, plus thirty (30) days.

¹As set forth in the Joint Stipulation of Class Action Settlement in *Orozco v United Site Services of California, Inc.*, Los Angeles County Case No. 18STCV01830, Class Members were defined as: “individuals employed in the State of California by United Site Services of California, Inc., between October 22, 2014 and the date of preliminary approval (November 12, 2019) as non-exempt, hourly-paid sanitation and fence field and yard employees, including fence and sanitation drivers and helpers, technicians, fence and sanitation equipment specialists and yard workers, electrical workers, mechanics and other similarly situated employees working for Defendant, including approximately 1,525 employees as of the date of mediation in that matter, but excluding non-exempt, hourly-paid corporate and branch office employees, including those administrative, clerical and others classified as office employees (and specifically including those employees which are or may be included as office workers in the currently pending *Flores v. United Site Services of California, Inc.*, Case No.19CV345347, Santa Clara Superior Court),.”

² As set forth in the Joint Stipulation of Class Action Settlement in *Flores v United Site Services of California, Inc.*, Santa Clara County Case No. 19CV345347, class members were defined as: “hourly-paid administrative, clerical and others classified as office and branch office employees who worked for Defendant at any time from March 28, 2015 through June 12, 2020, which encompasses approximately 389 individuals.”

2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed, plus fifteen (15) days.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal, plus fifteen (15) days.
- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- S. “Gross Settlement Amount” means one million one hundred seventy-five thousand dollars and zero cents (\$1,175,000.00) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members and Aggrieved Employees, Settlement Administration Expenses, Class Counsel Fees and Expenses Payment, Class Representative Incentive Awards, payment to the Labor and Workforce Development Agency, and Class Member tax obligations arising out of the Settlement.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Incentive Awards, the Class Counsel Fees and Expenses Payment, the PAGA Payment to the LWDA and Aggrieved Employees, and the Settlement Administration Expenses.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “PAGA Period” means the period of time between November 12, 2019 (non-office workers as defined by *Orozco* settlement) or June 12, 2020 (office workers as defined by *Flores* settlement) through May 14, 2022 or the date of preliminary approval, whichever occurs first.
- X. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- Y. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- Z. “Released Parties” collectively mean: Defendant, and Defendant’s parent Company, United Site Services, Inc., and their and successors and assigns, and the past, present and future managers, officers, partners, members, directors, agents,

employees, attorneys, and insurers of Defendant who are or may be deemed liable based upon the claims alleged in these Actions.

- AA. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement.
- BB. “Settlement Administrator” means Simpluris, Inc., the third party administrator proposed by the Parties, as approved by the Court.
- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement. Settlement Shares shall be paid without the need to submit a claim form.

II. RECITALS

- A. On January 21, 2021, Plaintiff Hector Ferrer filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted a single cause of action for penalties under the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) against Defendant seeking penalties for the following alleged violations:
 - 1. Failure to pay minimum wages at the prevailing rate for public works projects in violation of California Labor Code §§ 1771 *et seq.*;
 - 2. Failure to pay premium payments on days when legally compliant meal periods are not provided in violation of California Labor Code §226.7;
 - 3. Failure to pay premium payments on days when legally compliant rest periods are not provided in violation of California Labor Code §226.7;
 - 4. Failure to reimburse employees for employment-related expenditures in violation of California Labor Code §2802;
 - 5. Failure to provide complete and accurate wage statements in violation of California Labor Code §226;
 - 6. Failure to timely pay final wages upon termination in violation of California Labor Code §§ 201, 202 and 203; and
 - 7. Failure to pay wages earned in a timely manner in violation of California Labor Code §204.
- B. On March 23, 2021 Defendant filed its Answer to the Complaint.
- C. On October 12, 2021, Plaintiff Francisco Ortiz Castor filed a complaint against Defendant in the Superior Court of the State of California, County of San Diego on behalf of himself and all other employees similarly situated. Plaintiff’s Complaint alleges the following claims against Defendant:

1. Failure to pay minimum wage in violation of California Labor Code §§ 204, 1194, 1194.2, and 1197;
 2. Failure to pay overtime compensation in violation of California Labor Code §§ 1194 and 1198;
 3. Failure to provide meal periods in violation of California Labor Code §§ 226.7 and 512;
 4. Failure to authorize and permit rest periods in violation of California Labor Code §§ 226.7 and 512;
 5. Failure to indemnify necessary business expenses in violation of California Labor Code § 2802;
 6. Failure to timely pay final wages upon termination in violation of California Labor Code §§ 201, 202, and 203;
 7. Failure to provide accurate wage statements in violation of California Labor Code § 226; and
 8. Unfair Business Practices in violation of Business & Professions Code § 17200 *et seq.*
- D. On November 17, 2021, Defendant filed a Notice of Related Cases apprising Plaintiffs and the Courts of the Actions. On that date, Defendant filed an Answer to the Castor Complaint. Neither Court has taken any action in response to the Notice of Related Cases.
- E. On or about December 16, 2021, Plaintiff Castor filed a First Amended Complaint adding a ninth cause of action for civil penalties under the California Private Attorneys General Act, California Labor Code §2698 *et seq.* On January 10, 2022, Defendant filed an Answer to the First Amended Complaint.
- F. On March 15, 2022, the Parties participated in an all-day mediation presided over by Steven J. Serratore, a respected mediator of wage and hour representative and class actions. Following the conclusion of the Mediation without an agreed upon resolution, the Mediator issued a Mediator's Proposal. The Parties accepted the Mediator's Proposal setting forth the amount of the settlement based upon the claims asserted in the Action. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions which was memorialized in a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties regarding the terms of this Settlement.
- G. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant bears any

liability to Plaintiffs, the Class or Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. As a condition of this Settlement, Plaintiffs agree to consolidate these matters and to file a consolidated First Amended Complaint in *Ferrer v. United Site Services of California, Inc., et al.*, Case No. 21STCV02635, encompassing all of the claims brought by each of the Plaintiffs against Defendant, including the class claims asserted in *Castor v. United Site Services of California, Inc.* Settlement is conditioned upon Court approval of the filing of the Consolidated First Amended Complaint, and conditional class certification of the Consolidated First Amended Complaint.
- B. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, in order to settle the claims in these Actions, Defendant agrees to pay the Gross Settlement Amount of one million one hundred seventy-five thousand dollars and zero cents (\$1,175,000.00) including, as approved by the Court, all payments to the Participating Class Members and Aggrieved Employees, any incentive awards to the named Plaintiffs, Class Counsels' fees and expenses, payment to the Labor and Workforce Development Agency, Class Member tax obligations arising out of the Settlement, and the costs of Settlement Administration. The Court's rejection or reduction of the incentive awards or Class Counsel's fees and expenses shall not be grounds to reject or revoke this Settlement.
- C. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - 1. **Class Counsel Fees and Expenses Payment.** Class Counsel will apply to the Court for an award of Class Counsel Fees consisting of up to one third of the Gross Settlement Amount or Three Hundred Ninety One Thousand Six Hundred Sixty Six dollars and Sixty-Seven cents (\$391,666.67). In addition, Class Counsel will apply to the Court for reimbursement of expenses incurred in prosecution of this matter, not to exceed Thirty Thousand dollars and zero cents (\$30,000.00). Class Counsel Fees and Expenses Payment shall be paid out of the Gross Settlement Amount. Should the Court award a lesser sum for Class Counsel Fees and Expenses, the residual shall be included in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. Class Counsel Fees and Expenses Payment shall

be made to Class Counsel. Defendant and their counsel will not oppose the application to the Court for Class Counsel fees and expenses made in accordance with this provision.

2. **The PAGA Payment.** Of the Gross Settlement Amount, Eighty Thousand dollars and zero cents (\$80,000.00) will be allocated to PAGA penalties, of which 75% or Sixty Thousand dollars and zero cents (\$60,000.00) will be paid to the Labor and Workforce Development Agency, and the remaining 25% or Twenty Thousand dollars and zero cents (\$20,000.00) will be divided between the PAGA Aggrieved Employees as set forth in this Agreement. The allocation of payment of claims among the PAGA Aggrieved Employees shall be paid based on the number of pay periods employed based upon hire and termination data maintained by Defendant during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 3. **Class Representative Incentive Awards.** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs Ferrer and Castor will apply to the Court for an award of not more than Nine Thousand Nine Hundred dollars and zero cents (\$9,900.00) each as an Incentive Award. The Settlement Administrator will pay the Class Representative Incentive Awards approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Incentive Award of less than \$9,900.00 for Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Incentive Award and instead a Form 1099 will be issued to Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Incentive Award. To receive the payment, the Plaintiffs agree to a California Civil Code Section 1542 waiver and a general release of all claims as set forth below.
 4. **Settlement Administration Expenses.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$18,000.00 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$18,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
- D. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross

Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a *pro rata* share of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the dates of employment for all Participating Class Members during the Class Period; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of whole or partial workweeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of whole or partial weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. (A partial workweek shall be determined by the number of days worked, with each day equaling twenty percent (20%) of a workweek.)
3. **Withholding.**
 - a. Subject to approval by the Court, Ten Percent (10%) of each Participating Class Member’s Settlement Share shall be deemed to be in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported by the Settlement Administrator on behalf of Defendant on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - b. Subject to approval by the Court, Forty-Five Percent (45%) of each Participating Class Member’s Settlement Share shall be deemed to be in settlement of claims for interest and Forty-Five Percent (45%) of each Participating Class Member’s Settlement Share shall be deemed to be in settlement of claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported by the Settlement Administrator on behalf of Defendant on IRS Form 1099.
 - c. Nothing contained herein shall be considered tax advice. The Participating Class Members agree to hold harmless Defendant, Class Counsel, Defendant’s Counsel and the Settlement Administrator for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members’

failure to pay taxes on any amounts paid pursuant to this Agreement.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 5. **Class Size Modification.** Defendant has represented that from the beginning of the Class Period through December 31, 2021, there are approximately 1,455 Settlement Class Members who worked approximately 81,000 workweeks. In regard hereto, Defendant will provide a declaration under oath prior to the filing of the motion for preliminary approval as to the number of Class Members and workweeks during the period through December 31, 2021 as well as through the entire Class Period. If Defendant's initial representation is inaccurate by more than 10% (i.e. there were more than 1,600 Class Members or 89,100 workweeks worked during the period from the beginning of the Class Period through December 31, 2021), then an escalator provision can be added based upon the additional Class Members or workweeks in excess of this 10% buffer, whichever is greater.
- E. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members in English and Spanish; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and website address to receive calls and inquiries from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of completed Elections Not to Participate in Settlement and Objections; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. Settlement Administration Expenses, including the cost of printing and mailing the Class Notice, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer

Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

F. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Class Counsel will prepare a Stipulation to Consolidate the Actions, a proposed Consolidated First Amended Complaint and Preliminary Approval Motion for filing with the Court seeking an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Motion for Preliminary Approval”). Class Counsel will provide a draft of the foregoing pleadings including the Preliminary Approval Motion at to Defendant’s Counsel at least five days prior to filing. The Parties will work together in good faith to resolve any disagreements regarding these pleadings. Any disagreement among the Parties which cannot be resolved in good faith concerning the foregoing pleadings including the Joint Stipulation, Consolidated First Amended Complaint, Preliminary Approval Motion, Class Notice, the proposed orders, judgment or other documents necessary to implement this Agreement will be referred to the Mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Sh

will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.F.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by the Settlement Administrator. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.

- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of

Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), number of objections received and the identity of any individual electing not to participate or objecting.

- e. Not later than 10 days before the date by which the Class Counsel files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- 3. **Objections to Settlement; Disputes as to Dates of Employment allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees and Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees and Expenses Payment, and/or the Class Representative Incentive Awards may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice (“Response Deadline”). Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. If a Class Notice is re-mailed, the response date for written objections will be extended an additional fifteen (15) days (“Extended Response Deadline”). Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees and Expenses Payment, and/or the Class Representative Incentive Awards. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- b. **Disputes as to Dates of Employment.** Each Participating Class Member shall also have until the Response Deadline in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall

be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel and Class Counsel, where applicable. If a Class Notice is re-mailed, the response date for disputes will be extended an additional 15 days.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than the Response Deadline, a signed Election Not to Participate in Settlement. If a Class Notice is re-mailed, the response date for opt-outs will be extended an additional fifteen (15) days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that if the Non-Participating Class Member is an Aggrieved Employee, the Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Non-Participating Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice shall be considered a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and

Defendant's Counsel with a complete and accurate list of all Non-Participating Class Members.

4. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds five percent (5%) of the Class, by member or workweeks, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant shall be solely responsible for Settlement Administration fees and expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph.
5. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees and Expenses Payment, and Class Representative Incentive Awards no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
 - c. Class Counsel will provide Defendant's Counsel with a draft of the Motion for Final Approval at least five days in advance of filing.
 - d. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees and Expenses Payment, Class Representative Incentive Awards, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Incentive Awards, and the Class Counsel Fees and Expenses Payment.

- e. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Incentive Awards, or the Class Counsel Fees and Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - f. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Incentive

Awards or the Class Counsel Fees and Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Within five (5) days after the Effective Date, the Settlement Administrator shall notify Defendant of the total amount due including Defendant's share of payroll taxes. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes by depositing the money with the Settlement Administrator within thirty (30) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees and Expenses Payment, the Class Representative Incentive Awards and the PAGA Payment in accordance with this Agreement. The Settlement Administrator will also remit the employee and employer share of taxes to the appropriate taxing authorities.
10. **Uncashed Settlement Share Checks.** A Participating Class Member/ Aggrieved Employee must cash his or her Settlement Share check/ PAGA check within 180 days after it is mailed to him or her. If a Participating Class Member's Settlement Share check or Aggrieved Employee's PAGA check is not cashed within 120 days after its last mailing to the Participating Class Member/ Aggrieved Employee, the Settlement Administrator will also send the affected Participating Class Member/ Aggrieved Employee a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member/ Aggrieved Employee, and the Participating Class Member/ Aggrieved Employee shall remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members/ Aggrieved Employees, whether or not they all cash their Settlement Share checks.
11. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

G. **Release of Claims.**

1. **Participating Class Members.** As of the date of entry of Final Judgment and funding of the Gross Settlement Amount, Defendant and Released Parties shall receive a release from the Participating Class Members of any and all class claims pled or which could have been pled under state or federal law in the operative complaints and Consolidated First Amended Complaint based on the factual allegations contained in the operative complaints or any amendments thereto which occurred during the Class Period, and factual allegations in the Labor and Workforce Development Agency administrative letters against Defendant during the Class Period, including without limitation claims for failure to pay wages for all hours worked (including prevailing wage claims and claims for pre-shift COVID screening), failure to pay wages earned in a timely manner, failure to pay overtime (including the amount or calculation of overtime), failure to provide meal and rest breaks, failure to pay premium pay for non-compliant meal and rest breaks (or claims regarding the amount of the meal period premiums paid), failure to reimburse employees for employment-related expenditures, failure to timely pay final wages, any claims under Business & Professions Code §17200, and all derivative claims such as itemized wage statements and waiting time penalties. (“Released Class Claims”).
2. **Aggrieved Employees.** As of the date of entry of Final Judgment and funding of the Gross Settlement Amount, Defendant and Released Parties shall receive a release from the Aggrieved Employees and the State of California of all PAGA claims for civil penalties alleged in the Consolidated First Amended Complaint, operative complaints and in the PAGA letters sent by Plaintiffs that occurred during the PAGA Period (“Released PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees and the State of California, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. Aggrieved Employees shall not have the ability to opt-out of the PAGA Settlement.
3. **Plaintiffs.** As of the date of entry of Final Judgment, Plaintiffs generally, release and discharge the Released Parties from any and all claims, transactions or occurrences between them including, but not limited to claims that occurred during the Class Period (“Plaintiffs’ Released Claims”). This release of Plaintiffs’ Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights, which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

4. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Incentive Awards, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

5. **Class Counsel.** As of the date the Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Actions other than as approved by the Court and paid through the funding of the Gross Settlement Amount.
- H. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k), pension or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- I. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement on their website or in advertising/marketing materials, other than filing documents with the Court. Plaintiffs and Class Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement, nor make any disparagement of any type related to the Settlement or Defendant, including releasing the terms of the Settlement, nor encouraging any current or former employee to opt out of the

Settlement. If Plaintiffs or Class Counsel or Defendant or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel

presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

6. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Joseph Lavi
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Tel.: (310) 432-0000
Fax: (310) 432-0001
E-Mail: jlavi@lelawfirm.com

To Defendant:

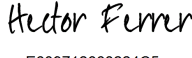
LITTLER MENDELSON, P.C.
Robert S. Blumberg
2049 Century Park East
5th Floor
Los Angeles, CA 90067
Telephone: 310.772,7250
Fax No.: 213.443.4299
Email: RBlumberg@littler.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, including electronically which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with the Steven J. Serratore on March 15, 2022 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Actions under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: July 12, 2022

DocuSigned by:

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Plaintiff Hector Ferrer

Dated: _____

Plaintiff Francisco Ortiz Castor

Dated: _____

Matthew L. Schemmel
For Defendant United Site Services of California, Inc.

Dated: _____

Kane Moon
Moon & Yang, APC
Attorney for Plaintiffs

Dated: 7/20/2022

DocuSigned by:

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Sahag Majarian II
Law Offices of Sahag Majarian, II
Attorney for Plaintiffs

Dated: July 14, 2022

DocuSigned by:

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Joseph Lavi
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: _____

Robert S. Blumberg
Littler Mendelson, P.C.
Attorney for Defendant
United Site Services of California, Inc.

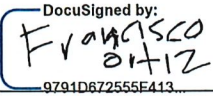
IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

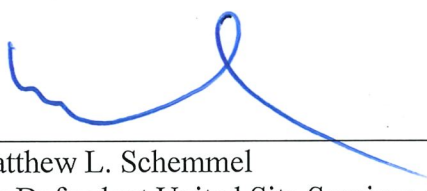
Plaintiff Hector Ferrer

Dated: 7/11/2022

DocuSigned by:

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Plaintiff Francisco Ortiz Castor

Dated: 07.12.2022



Matthew L. Schemmel
For Defendant United Site Services of California, Inc.

Dated: 07/11/2022



Kane Moon
Moon & Yang, APC
Attorney for Plaintiffs

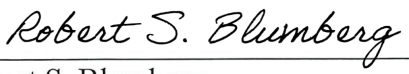
Dated: _____

Sahag Majarian II
Law Offices of Sahag Majarian, II
Attorney for Plaintiffs

Dated: _____

Joseph Lavi
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: 7/12/22



Robert S. Blumberg
Littler Mendelson, P.C.
Attorney for Defendant
United Site Services of California, Inc.

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

HECTOR FERRER, on behalf of himself
and other aggrieved employees,

Plaintiff,

v.

UNITED SITE SERVICES, INC.;
UNITED SITE SERVICES OF
CALIFORNIA, INC., UNITED SITE
NATIONAL SERVICES COMPANY; and
DOES 1 through 10, inclusive,

Defendants

Case No. 21STCV02635

NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT
APPROVAL

TO: TO ALL INDIVIDUALS EMPLOYED, OR FORMERLY EMPLOYED BY UNITED SITE SERVICES OF CALIFORNIA, INC. ("DEFENDANT") IN THE STATE OF CALIFORNIA, BETWEEN NOVEMBER 12, 2019 AND MAY 14, 2022 AS A NON-EXEMPT EMPLOYEE.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE REQUIRES YOU TO ACT ON OR BEFORE[45 DAYS FROM NOTICE **OF PRELIM. APPROVAL**], 2022 **WITH RESPECT TO YOUR RIGHTS IN CONNECTION WITH THE SETTLEMENT. YOU ARE NOT BEING SUED.**

YOU ARE HEREBY NOTIFIED AS FOLLOWS: A settlement has been reached between the parties in the lawsuits identified in the caption above on behalf of the following Class.

The Class is comprised of all individuals employed in the State of California by United Site Services of California, Inc., as a non-exempt employee during the Class Period. The "Class Period" means the period of time between November 12, 2019 (non-office workers as defined by *Orozco* settlement) or June 12, 2020 (office workers as defined by *Flores* settlement) through May 14, 2022.

You have received this notice because records indicate that you qualify as a member of the Class. This notice is designed to advise you of your rights in connection with the settlement and instruct you what to do to exercise those rights.

YOUR OPTIONS UNDER THE SETTLEMENT

Summary of Your Legal Rights and Options in this Settlement	
DO NOTHING	You may do nothing in response to this notice. If you do nothing, you will participate in the settlement, and you will receive a share of the settlement, and you will release certain claims as described below.

EXCLUDE YOURSELF	Submit a Request for Exclusion. If you submit a timely and valid Request for Exclusion, you will <u>not</u> participate in the settlement, will <u>not</u> receive a share of the settlement, and will <u>not</u> consent to the release described below. To submit a Request for Exclusion, follow the instructions below in Section III.
OBJECT	Submit a written objection to the Court. If you disagree with the proposed settlement or any of its terms, you may submit an objection. You will remain a member of the Class and are bound by any rulings regarding the Class. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will participate in the settlement and you will release certain claims as described below. To submit an Objection, follow the instructions below in Section III.

I. BACKGROUND OF THE CASE

On January 21, 2021, a representative lawsuit was filed by Plaintiff Hector Ferrer (“Plaintiff”) against United Site Services, Inc., United Site Services of California, Inc. and United Site National Services Company (“Defendants”) in the in the Superior Court of California, County of Los Angeles, Case No. 21STCV02635 (the “Ferrer Action”). The Ferrer Action seeks penalties against Defendants pursuant to the California Private Attorneys’ General Act (“PAGA”) based upon alleged violations of the California Labor Code.

On October 12, 2021, a class-action was filed by Plaintiff Francisco Ortiz Castor (“Plaintiff”) against United Site Services of California, Inc. (“Defendant”) in the in the Superior Court of California, County of San Diego, Case No. 37-2021-00043312-CU-OE-CTL (the “Castor Action”). The Castor Action alleges claims for 1) Failure To Pay Wages for All Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Mandatory Meal and Rest Breaks (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Beaks (Cal. Lab. Code § 226.7); (5) Failure to indemnify Necessary Business Expenses (Cal. Labor Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Labor Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §§ 226, 1174); (8) Violation of California’s Unfair Competition Law (Cal. Business & Professions Code §§ 17200, *et seq.*).

On [REDACTED], 2022, Plaintiffs filed a consolidated First Amended complaint in the Ferrer Action consolidating the claims of the Castro Action with those of the Ferrer Action.

Defendants deny Plaintiffs’ claims as to liability and damages as well as Plaintiffs’ class and representative allegations. No Court has yet ruled the merits of Plaintiffs’ contentions. Plaintiffs have vigorously prosecuted this case, and Defendant has vigorously defended it. The Parties have engaged in informal discovery and investigation to assess the relative merits of the claims of the Plaintiff and the defenses to those claims. They then engaged in a mediation with Steve Serratore, an experienced and well-respected class action mediator. With Mr. Serratore’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims. Class Counsel has investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing,

Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

The parties have since entered into a Class Action Settlement Agreement (the “Agreement”), which has been given preliminary approval by the Court. The Agreement provisionally certifies the Settlement Class for the sole purpose of administration of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

The Class Representatives and Class Counsel support this settlement. Among the reasons given for support includes the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

The settlement provides for the following:

A. Gross Settlement Amount: The total settlement paid by Defendant will be One Million One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,175,000.00) for payment of all Settlement Shares to Participating Class Members, the payment to the State of California for a portion of the PAGA claim (i.e. payment to the State of California of \$60,000.00 of the \$80,000.00 gross PAGA settlement) and to PAGA Aggrieved Employees, Class Counsel Fees and Costs awarded by the Court, the Class Representative Incentive Awards approved by the Court, Settlement Administration Expenses, and all federal, state and local taxes on the employee side for the portion of the settlement designated as wages. Employer-side taxes on the portion of the Settlement designated as wages shall be separately paid by Defendants and shall not be paid from the Gross Settlement Amount

B. Net Settlement Amount: The net amount available for payment of Settlement Shares to Participating Class Members will be determined after deducting the Class Counsel’s Fees and Costs, Class Representatives Incentive Awards, Settlement Administrator Costs, the PAGA Payment, and the estimated amount for the employee payroll taxes.

C. Settlement Shares: Defendant will pay to each Class Member an Settlement Share that will be calculated as follows:

The Net Settlement Amount will be converted into a weekly value by dividing the Net Settlement Amount by all workweeks worked by the Participating Class Members during the Class Period. The weeks worked during the Class Period will be derived from the hire and termination dates and payroll data in Defendant’s records to be supplied to the Settlement Administrator. The Settlement Share for each Participating Class Member will be determined by multiplying the weekly value by the number of weeks the individual worked during the Class Period.

Based on payroll data in Defendant’s records, you worked [] weeks. If no one opts out of the settlement, this would result in an estimated Settlement Share to you of [\$]. If you disagree with the accuracy of this number of workweeks, you must file a dispute as provided below in Section III.C. Each Settlement Share will be reduced by any legally-mandated deductions for payroll taxes and/or other required withholdings. If you do not exclude yourself from participating in the settlement, you will receive a check after Final Approval of the Settlement by the Court and the check will be valid for a period of 180 days only. All uncashed checks will be sent to the State Controller’s Office, Unclaimed Property Division.

D. Release: Defendant and all related or affiliated entities are released from any and all claims as defined in the Release, set forth below in Section IV.A.

E. Class Representatives: The Class Representatives are Hector Ferrer and Francisco Ortiz Castor. Class Representatives shall apply to the Court for Class Representative Incentive

Awards in such amount as the Court determines to be fair and reasonable, at the time of the Final Approval Hearing. The parties' preliminary agreement proposes, and Class Representatives will seek, a payment of Nine Thousand Nine Hundred Dollars and Zero Cents (\$9,900.00) to each Class Representative.

F. Class Counsel Award and Costs: The attorneys for the class will seek attorneys' fees in the amount of Three Hundred Ninety One Thousand Six Hundred Sixty Six dollars and Sixty-Seven cents (\$391,666.67), which represents one-third of the Gross Settlement Amount of One Million One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,175,000.00). In addition, the attorneys for the class will seek to be paid for all actual costs and expenses incurred by Class Counsel in prosecuting this action, not to exceed Thirty Thousand Dollars (\$30,000.00).

G. Settlement Administration Expenses: The Settlement Administrator will be paid in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) from the Gross Settlement Amount for administering the duties as described in the Settlement.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as Class Member are represented by the Class Representative and Class Counsel. Unless you opt-out of the Class, you are a part of the Class, you will be bound by the terms of the Agreement and any final judgment that may be entered by the Court and will be deemed to have released certain claims against the Defendant as described below. As a member of the Class you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses except as approved of by the Court and deducted from the Gross Settlement Amount unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

A. Do Nothing

You are not required to take any action by reason of receipt of this Notice. If you do nothing, you will receive a portion of the settlement and will remain a member of the Class, and will be bound by the terms of the settlement and, therefore, you will release your claims as described below.

B. Excluding Yourself from the Settlement

Any person that does not wish to participate in the settlement may exclude themselves (i.e., "opt-out") by submitting a letter indicating that you do not wish to be included in the Class (i.e., an Election Not to Participate). The written Election Not to Participate must include your (1) name, address, telephone number, and last four digits of your Social Security Number; (2) be signed and dated; (3) include a statement clearly indicating that you do not wish to participate in the settlement and would like to exclude yourself from the Class; and (4) be returned to:

Settlement Administrator
[address]

The Election Not to Participate be postmarked no later than [45 DAYS AFTER THE DATE OF MAILING], 2022.

Any person who submits a complete and timely Election Not to Participate shall not be a member of the Class, shall be barred from participating in any portion of the settlement, may not object to the settlement, and shall receive no payment or benefits from the settlement. Any such person will not release any claims he/she may have against Defendant.

C. Object to the Settlement

You can object to the settlement including the Class Counsel Fees and Expenses Payment. If you object, you remain a member of the Class. If the Court approves the settlement, you will still be bound by the terms of the settlement.

To object to the terms of the Settlement, you must submit a written statement of objection (“Notice of Objection”) which must be signed, dated, completed, and returned to:

Settlement Administrator

[address]

The Objection must be postmarked no later than [45 DAYS AFTER THE DATE OF MAILING], 2022.

The Notice of Objection must be signed by the Class Member, and mailed, and state: (1) the full name of the Class Member; (2) the dates of employment of the Class Members; (3) the last four digits of the Class Members’ Social Security number and/or the Employee ID number; (4) the basis for the objection; and, (5) if the Class Member intends to appear at the Final Approval Hearing. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. To be valid and effective, any objection to approval of the settlement must be filed with the Clerk of the Court and mailed to the above-listed attorneys with a postmark no later than [45 DAYS AFTER THE DATE OF MAILING], 2022. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this settlement, you may enter an appearance in propria persona (meaning you choose to represent yourself) or through your own attorney. You will then continue as a settlement class member either in propria persona or with representation by your own attorney and will be solely responsible for the fees and costs of your attorney. The final fairness hearing at which the Court will adjudicate any Objections, and be asked to approve the settlement will be on _____ at _____ a.m. in Department 56 of the Superior Court of the State of California, County of Los Angeles, Stanley Mosk Courthouse, 111 No. Hill Street, Los Angeles, CA 90012 or such other, later date as the court may authorize.

D. Object to the Settlement

You can dispute the number of workweeks attributed to you or your dates of employment (as described above) if you think they are incorrect. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant’s Counsel and Class Counsel, where applicable.

To dispute your dates of employment or number of workweeks, you must submit a written statement which must be signed, dated, include any evidence you may have, and returned to:

Settlement Administrator

[address]

The dispute must be postmarked no later than [45 DAYS AFTER THE DATE OF MAILING], 2022.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Each member of the Class, who does not submit a timely and proper Election Not to Participate, releases Defendants together with their parents, subsidiaries, affiliates or surviving entities by reason of any merger or acquisition, including, but not limited to, United Site Services of California, Inc., and its parents, subsidiaries, affiliated companies, partners, trustees, directors, officers, agents, attorneys, servants and employees, past and present and each of them (“Released Parties”). As of the date of entry of Final Judgment and funding of the Gross Settlement Amount, Released Parties shall receive a release from the Participating Class Members of any and all class claims pled or which could have been pled under state or federal law in the operative complaints and Consolidated First Amended Complaint based on the factual allegations contained in the operative complaints or any amendments thereto which occurred during the Class Period, and factual allegations in the Labor and Workforce Development Agency administrative letters against Defendant during the Class Period, including without limitation claims for failure to pay wages for all hours worked (including prevailing wage claims and claims for pre-shift COVID screening), failure to pay wages earned in a timely manner, failure to pay overtime (including the amount or calculation of overtime), failure to provide meal and rest breaks, failure to pay premium pay for non-compliant meal and rest breaks (or claims regarding the amount of the meal period premiums paid), failure to reimburse employees for employment-related expenditures, failure to timely pay final wages, any claims under Business & Professions Code §17200, and all derivative claims such as itemized wage statements and waiting time penalties.

As of the date of entry of Final Judgment and funding of the Gross Settlement Amount, Released Parties shall receive a release from the Aggrieved Employees and the State of California of all PAGA claims for civil penalties alleged in the Consolidated First Amended Complaint, operative complaints and in the PAGA letters sent by Plaintiffs that occurred during the PAGA Period (“Released PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees and the State of California, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. Aggrieved Employees shall not have the ability to opt-out of the PAGA Settlement.

B. Payment to Class Members

Your Settlement Share will be paid approximately 90 days after final court approval of this Settlement, provided that all rights to appeals or further appeals are exhausted. Please be patient.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 56 of the Superior Court of the State of California, County of Los Angeles, Stanley Mosk Courthouse, 111 No. Hill Street, Los Angeles, CA 90012 on [REDACTED], 2022, at [REDACTED] a.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and reimbursement of costs and expenses and the enhancement award to be paid to the Class Representative. Class Counsel’s application for attorneys’ fees and reimbursement of expenses, as well as the Motion for Final Approval, will be on file with the Court before this hearing, and will be available for review.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing unless you have timely filed an objection.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you are referred to the detailed Class Action Settlement Agreement, which is on file with the Superior Court of the State of California, County of Los Angeles. The pleadings and other records in this litigation including the Agreement and the motions for approval, may be examined at any time during regular business hours at the Clerk's Office, Superior Court of the State of California, County of Los Angeles, Stanley Most Courthouse, 111 North Hill Street, Los Angeles, CA 90012.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

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19 Attorneys for Plaintiff HECTOR FERRER

20 *[Additional Counsel listed on following page]*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT

HECTOR FERRER, on behalf of himself and
other aggrieved employees,

Plaintiff,

vs.

UNITED SITE SERVICES, INC.; UNITED
SITE SERVICES OF CALIFORNIA, INC.,
UNITED SITE NATIONAL SERVICES
COMPANY; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 21STCV02635

*[ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE JUDGE HOLLY J. FUJIE,
DEPT. 56]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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1 The Motion for Preliminary Approval of a Settlement came before this Court on _____,
2 2022 at _____ a.m. in Department 56 of Los Angeles County Superior Court located at 111 N.
3 Hill Street, Los Angeles, California 90012. The Court, having considered the proposed Class
4 Action Settlement Agreement attached as **Exhibit 1** to the Declaration of Melissa A. Huether in
5 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and the Exhibits
6 attached thereto (hereafter collectively, the "Settlement" or "Settlement Agreement"); having
7 considered the Motion for Preliminary Approval of Class Action Settlement filed by the parties;
8 having considered the respective points and authorities and declarations submitted by the parties in
9 support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

10 In accordance with the Settlement Agreement and Joint Stipulation to Consolidate, the Court
11 grants the Parties' Stipulation to Consolidate *Ferrer v. United Site Services of California, Inc., et*
12 *al., Case No. 21STCV02635*, with the matter of *Castor v. United Site Services of California, Inc.,*
13 *Case No. 37-2021-00043312-CU-OE-CTL*, pending in Superior Court of the State of California,
14 County of San Diego, and grants the Parties' Stipulation for Leave to file a Consolidated First
15 Amended Complaint in this consolidated Action.

16 The Court grants preliminary approval of the settlement as set forth in the Settlement and
17 finds the terms to be within the range of reasonableness of a settlement that ultimately could be
18 granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement, the
19 Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-
20 defined community of interest among the Class in questions of law and fact. Therefore, for
21 settlement purposes only, the Court grants conditional certification of the following "Settlement
22 Class" defined as follows:

23 all California non-exempt employees employed by United Site Services of
24 California, Inc. during the period of time between November 12, 2019
25 (non-office workers as defined by *Orozco* settlement) or June 12, 2020
26 (office workers as defined by *Flores* settlement) through May 14, 2022.

27 1. For purposes of the settlement, the Court further designates named Plaintiffs Hector
28 Ferrer and Francisco Ortiz Castor as Class Representatives, and Joseph Lavi, Esq. of Lavi &

1 Ebrahimiian, LLP, Kane Moon of Moon & Yang, APC, and Sahag Majarian II of Law Offices of
2 Sahag Majarian II as Class Counsel.

3 2. The Court appoints Simpluris, Inc. as the Settlement Administrator.

4 3. A final fairness hearing on the question of whether the proposed settlement should
5 be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is
6 scheduled in Department 56 of this Court, located at 111 N. Hill Street, Los Angeles, California
7 90012, on _____, 2022, at _____ a.m./p.m.

8 4. At the final fairness hearing, the Court will consider: (a) whether the settlement
9 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting
10 approval of the settlement should be entered; and (c) whether Plaintiffs' application for an award of
11 attorneys' fees, reimbursement of litigation expenses, and class representative enhancement should
12 be granted.

13 5. Counsel for the parties shall file memoranda, declarations, or other statements and
14 materials in support of their request for final approval by no later than 16 court days prior the final
15 fairness hearing.

16 6. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of
17 litigation expenses and class representative enhancement by no later than 16 court days prior to
18 the final fairness hearing.

19 7. The Court approves, as to form and content, the Class Notice which is attached to
20 the Settlement Agreement as **Exhibit A.**

21 8. Within fourteen (14) calendar days after the entry of this Order, Defendant shall
22 provide the Settlement Administrator the name, last known mailing address and phone number,
23 employee identification number, Social Security number, and dates of employment during the Class
24 Period of each Class Member ("Class Data").

25 9. Within fourteen (14) calendar days of receipt of the Class Data from Defendant, the
26 Settlement Administrator shall mail the Class Notice to all Class Members via first-class U.S. mail.

27 10. Class Members shall have forty-five (45) calendar days from the date of the
28 postmark on the Class Notice to return to the Settlement Administrator an Election Not to

1 Participate, dispute to workweeks, or Objection (“Response Deadline”). If a Class Notice is re-
2 mailed, the response date for written objections will be extended an additional fifteen (15) days
3 (“Extended Response Deadline”).

4 11. The Court finds that the forms of Class Notice to the Class regarding the pendency
5 of the action and of this settlement, and the methods of giving notice to members of the Class
6 constitute the best notice practicable under the circumstances and constitute valid, due, and
7 sufficient notice to all members of the Settlement Class. They comply fully with the requirements
8 of California Code of Civil Procedure section 382, California Civil Code section 1781, California
9 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
10 applicable law.

11 12. The Court further approves the procedures for Class Members to participate in, opt
12 out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

13 13. Any Class Member who wishes to object to the Settlement must do so in writing.
14 To be valid, the objection must include: (1) the full name of the Class Member; (2) the dates of
15 employment of the Class Member; (3) the last four digits of the Class Members’ Social Security
16 number and/or the Employee ID number; (4) the basis for the objection; and, (5) if the Class
17 Member intends to appear at the Final Approval Hearing. Objections must be postmarked on or
18 before the Response Deadline.

19 14. Class Members who wish to exclude themselves from the Settlement must mail a
20 written Election Not to Participate to the Settlement Administrator. To be valid, the written
21 Election Not to Participate must include: (1) the Class Member’s name, address, telephone
22 number, and last four digits of your Social Security Number; (2) be signed and dated; (3) include
23 a statement clearly indicating that you do not wish to participate in the settlement and would like
24 to exclude yourself from the Class; and (4) be postmarked by the Response Deadline and returned
25 to the Settlement Administrator at the specified address stated in the Class Notice. Any Class
26 Member who returns a timely, valid, and signed Election Not to Participate will not participate in
27 or be bound by the Settlement and subsequent judgment and will not receive any payment from
28 the Settlement.

1 15. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
2 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this
3 Order, are stayed.

4 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
5 connection with the administration of the settlement which are not materially inconsistent with
6 either this Order or the terms of the Settlement.

7 17. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Data	14 calendar days after the Court's entry of this Order
Notice Date: last day for Settlement Administrator to mail Class Notice to Class Members.	14 calendar days after receipt of the Class Data from Defendant
Response Deadline: (i) last day for Settlement Class Members to submit Elections Not to Participate; and (ii) last day for class members to submit Objections.	45 calendar days after the date of mailing of the Class Notice (unless extended)
Last day for class counsel to file motion for award of attorneys' fees, costs, and enhancement payment.	16 calendar days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 calendar days prior to the final fairness hearing
Last day for Plaintiffs to respond to Objections	10 calendar days prior to the final fairness hearing
Hearing on final approval of class action settlement.	

18 18. The Fairness Hearing and related prior deadlines set forth above may, from time to
19 time and without further notice to the Class (except those who have filed timely and valid
20 objections), be continued or adjourned by Order of the Court.

21
22
23 **IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 Hon. Holly J. Fujie
28 Judge of the Superior Court

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

4870-2408-8867.1 / 100702-1003

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19 Attorneys for Plaintiff HECTOR FERRER

20 *[Additional Counsel listed on following page]*

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

23 HECTOR FERRER, on behalf of himself and
24 other aggrieved employees,

25 Plaintiff,

26 vs.

27 UNITED SITE SERVICES, INC.; UNITED
28 SITE SERVICES OF CALIFORNIA, INC.,
UNITED SITE NATIONAL SERVICES
COMPANY; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 21STCV02635

CLASS ACTION

*[ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE JUDGE HOLLY J. FUJIE,
DEPT. 56]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT
THEREON**

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1 Plaintiffs Hector Ferrer and Francisco Ortiz Castor (“Plaintiffs”) Motion for Final Approval
2 of Class Action Settlement and Motion for Award of Attorneys’ and Costs with Defendant United
3 Site Services of California, Inc. (“Defendant”) came before this Court on
4 _____ at _____ a.m. in Department 56 of Los Angeles County
5 Superior Court, Stanley Mosk Courthouse located at 111 N. Hill Street, Los Angeles, CA 90012.
6 Having received and considered the Class Action Settlement Agreement (the “Settlement”),
7 Plaintiffs’ Motion for Final Approval of Class Action Settlement, the supporting papers filed by the
8 Parties, the declaration of _____ on behalf of Simpluris, Inc. and the evidence and argument
9 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action
10 Settlement and Documents thereto, the Court grants final approval of the Settlement and HEREBY
11 ORDERS AND MAKES THE FOLLOWING DETERMINATION:

12 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
13 including all members of the settlement class.

14 2. The Court finds that the Class (defined below) is properly certified as a class for
15 settlement purposes only:

16 all California non-exempt employees employed by United Site Services
17 of California, Inc. during the period of time between November 12,
18 2019 (non-office workers as defined by *Orozco* settlement) or June 12,
19 2020 (office workers as defined by *Flores* settlement) through May 14,
20 2022.

21 3. The Court appoints Plaintiffs Plaintiffs Hector Ferrer and Francisco Ortiz Castor as
22 Class Representatives for settlement purposes only.

23 4. The Court appoints Joseph Lavi, Esq. of Lavi & Ebrahimian, LLP, Kane Moon of
24 Moon & Yang, APC, and Sahag Majarian II of Law Offices of Sahag Majarian II as Class Counsel
25 for settlement purposes only.

26 5. The notice provided to the class members conforms with the requirements of
27 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
28

1 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
2 law, and constitutes the best notice practicable under the circumstances, by providing individual
3 notice to all class members who could be identified through reasonable effort, and by providing due
4 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
5 The notice fully satisfied the requirements of due process.

6 6. The Court finds the settlement was entered into in good faith, that the settlement is
7 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendants or by any other released
12 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
13 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
14 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
15 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
16 any of the other released parties.

17 8. No Class Members have objected to the terms of the Settlement.

18 9. No Class Members have timely and validly excluded themselves from the
19 Settlement.

20 10. Within thirty (30) calendar days of the Effective Date, Defendant shall fund the Gross
21 Settlement Amount of One Million One hundred Seventy-Five Thousand Dollars and Zero Cents
22 (\$1,175,000.00). Within fifteen (15) calendar days of the funding of the Settlement, the Settlement
23 Administrator will issue payments to: (a) Participating Class Members; (b) the Labor and Workforce
24 Development Agency; (c) Plaintiffs; and (d) Plaintiffs' Counsel. The Settlement Administrator will
25 also issue a payment to itself for Court-approved services performed in connection with the
26 settlement.

1 11. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
2 recognition of the Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payment
3 from the Gross Settlement Amount of Incentive Awards to Plaintiffs in the amount of Nine Thousand
4 Nine Hundred Dollars and Zero Cents (\$9,900.00) each and to Plaintiff Ferrer and Plaintiff Castor.

5 12. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
6 to Class Counsel in the sum of Three Hundred Ninety One Thousand Six Hundred Sixty Six Dollars
7 and Sixty-Seven Cents (\$391,666.67), and the reimbursement of litigation expenses in the sum of
8 Thirty Dollars and Zero Cents (\$30,000.00). Both are reasonable amounts. The reasonableness of the
9 fee award is determined based on a reasonable percentage of a common fund obtained for the class.
10 The court also has considered the lodestar amount. Awarding fees on a percentage basis encourages
11 efficient litigation practices and reflects the actual benefit obtained for the class.

12 13. The Court approves and orders payment from the Gross Settlement Amount in the
13 amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00) to Simpluris, Inc. for performance
14 of settlement administration services.

15 14. The Court approves and orders payment from the Gross Settlement Amount in the
16 amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) attributed to the resolution of the
17 in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
18 *et seq.*, "PAGA") claims. The amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00) is to
19 be paid to the California Labor and Workforce Development Agency ("LWDA"). The amount of
20 Twenty Thousand Dollars and No Cents (\$20,000.00) shall be distributed to PAGA Aggrieved
21 Employees.

22 15. Settlement checks remaining uncashed after one hundred and eighty (180) from the
23 date of issuance of the check shall be deemed null and void. The Settlement Administrator will send
24 a notice to those Participating Class Members/Aggrieved Employees who have not cashed their
25 checks within 120 days of issuance. Funds from uncashed checks will be remitted to the California
26 State Controller's Unclaimed Property Fund in the name of the Participating Class Member/
27 Aggrieved Employee.

1 16. As of the date of entry of Final Judgment and funding of the Gross Settlement Amount,
2 Defendant and Released Parties shall receive a release from the Participating Class Members of any
3 and all class claims pled or which could have been pled under state or federal law in the operative
4 complaints and Consolidated First Amended Complaint based on the factual allegations contained in
5 the operative complaints or any amendments thereto which occurred during the Class Period, and
6 factual allegations in the Labor and Workforce Development Agency administrative letters against
7 Defendant during the Class Period, including without limitation claims for failure to pay wages for
8 all hours worked (including prevailing wage claims and claims for pre-shift COVID screening),
9 failure to pay wages earned in a timely manner, failure to pay overtime (including the amount or
10 calculation of overtime), failure to provide meal and rest breaks, failure to pay premium pay for non-
11 compliant meal and rest breaks (or claims regarding the amount of the meal period premiums paid),
12 failure to reimburse employees for employment-related expenditures, failure to timely pay final
13 wages, any claims under Business & Professions Code §17200, and all derivative claims such as
14 itemized wage statements and waiting time penalties. (“Released Class Claims”).

15 17. As of the date of entry of Final Judgment and funding of the Gross Settlement Amount,
16 Defendant and Released Parties shall receive a release from the Aggrieved Employees and the State
17 of California of all PAGA claims for civil penalties alleged in the Consolidated First Amended
18 Complaint, operative complaints and in the PAGA letters sent by Plaintiffs that occurred during the
19 PAGA Period (“Released PAGA Claims”). The release of the Released PAGA Claims shall be
20 effective as to all Aggrieved Employees and the State of California, regardless of whether an
21 Aggrieved Employee submitted a request for an exclusion from the Class. Aggrieved Employees shall
22 not have the ability to opt-out of the PAGA Settlement.

23 18. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the settlement, and any and all claims, asserted in, arising out
25 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
26 settlement and the determination of all controversies relating thereto.

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19. The settlement administrator shall file a final report by _____
indicating the disbursements were made pursuant to the settlement.

20. A Status Conference regarding distribution of the settlement funds is set for
_____ at _____ a.m./p.m. in Department 56 of the above-
captioned Court.

IT IS SO ORDERED.

Dated: _____
Hon. Holly J. Fujie
Judge of the Superior Court