

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ANTHONY GAMBLE, JR., individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

PREFERRED PUMP AND EQUIPMENT,
L.P., a Texas limited partnership; and DOES
1 through 100, inclusive,

Defendant.

Case No.: BCV-21-101825

Honorable Thomas S. Clark
Department 17

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 2, 2024
Time: 8:30 a.m.
Department: 17

Complaint Filed: August 9, 2021
FAC Filed: March 14, 2024
Trial Date: None Set

1 This matter has come before the Honorable Thomas S. Clark, in Department 17 of the
2 Superior Court of the State of California, for the County of Kern, on July 2, 2024 at 8:30 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appears as counsel for Plaintiff Anothny Gamble, Jr. ("Plaintiff"), individually and on behalf of all
5 others similarly situated and other aggrieved employees and Cozen O'Connor, P.C. appears as
6 counsel for Defendant Preferred Pump and Equipment L.P. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 **"EXHIBIT 1"** to the Declaration of Helene Mayer in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
15 appears to fall within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been conducted
21 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
22 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
23 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
25 and non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, Settlement
28 Administration Costs, and payments to the Settlement Class Members provided thereby, appear to

1 be within the range of reasonableness of a settlement that could ultimately be given final approval
2 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
3 the Settlement and preliminarily finds that the monetary settlement awards made available to the
4 Settlement Class Members are fair, adequate, and reasonable when balanced against the probable
5 outcome of further litigation relating to certification, liability, and damages issues.

6 5. The Court concludes that, for settlement purposes only, the proposed Class meets
7 the requirements for certification under section 382 of the California Code of Civil Procedure in
8 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
9 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
10 community of interest amongst the members of the Class with respect to the subject matter of the
11 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
12 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
13 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
14 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
15 of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All current and former hourly-paid or non-exempt employees of Defendant in
19 California employed during the period from August 9, 2017 through May 22, 2023.

20 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Helene Mayer
21 of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

22 8. The Court provisionally appoints Plaintiff Anthony Gamble, Jr. as the representative
23 of the Class ("Class Representative").

24 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix")
25 to handle the administration of the Settlement ("Settlement Administrator").

26 10. Within twenty-one (21) calendar days of the entry of the Preliminary Approval
27 Order, Defendants shall provide the Settlement Administrator with a readable, password protected
28 Microsoft Office Excel spreadsheet and will include each Class Member's last-known full name,
mailing address, telephone number, Social Security Number, and number of Workweeks during the

1 Class Period and, as applicable, during the PAGA Period (“Class and PAGA Data”).

2 11. The Court approves, both as to form and content, the Notice of Class and
3 Representative Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class
4 Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement.
5 The Court finds that the Class Notice appears to fully and accurately inform the Class Members of
6 all material elements of the Settlement, of Class Members’ right to be excluded from the Settlement
7 by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks credited
8 to each of them, and of each Settlement Class Member’s right and opportunity to object to the
9 Settlement by submitting a Notice of Objection. The Court further finds that distribution of the Class
10 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
11 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
12 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
13 further orders the Settlement Administrator to mail the Class Notice in English and Spanish by First-
14 Class U.S. mail to all Class Members within ten (10) business days after receiving the Class and
15 PAGA Data and List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

16 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
17 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
18 to be excluded from the Settlement by submitting a timely written Request for Exclusion in
19 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
20 postmarked no later than the date which is forty-five (45) calendar days after the from the initial
21 mailing of the Notice by the Settlement Administrator (“Response Deadline”), or, in the case of a
22 re-mailed Class Notice, the Response Deadline will be the later of an additional ten (10) calendar
23 days. Any such person who timely and validly chooses to opt out of, and be excluded from, the
24 Settlement will not be entitled to any recovery under the Settlement and will not be bound by the
25 Settlement or have any right to object, appeal, or comment thereon. Class Members who did not
26 submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) shall be bound by
27 the Settlement Agreement and any final judgment based thereon.

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13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 17 of the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, no later than 16 court days prior to the Final Approval Hearing.

15. To object to the Settlement, a Class Member may mail a written objection, and supporting documents, if any to the Settlement Administrator no later than the Response Deadline. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

1 17. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
3 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
4 vacated, and the Parties shall revert back to their respective positions as of before entering into the
5 Settlement Agreement.

6 18. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
8 Members and retains jurisdiction to consider all further applications arising out of or connected with
9 the Settlement.

10
11 **IT IS SO ORDERED.**

12 Dated: _____

By:

The Honorable Thomas S. Clark
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Anthony Gamble, Jr. v. Preferred Pump and Equipment, LP.
Superior Court of California for the County of Kern, Case No. BCV-21-101825

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Preferred Pump and Equipment, LP's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Anthony Gamble ("Plaintiff" or "Gamble") and Defendant Preferred Pump and Equipment, L.P. ("Preferred Pump and Equipment") (Plaintiff and Preferred Pump and Equipment are collectively referred to as the "Parties") in the case entitled *Anthony Gamble, Jr. v. Preferred Pump and Equipment, L.P.*, Superior Court of California for the County of Kern, Case No. BCV-21-101825 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Preferred Pump and Equipment employed in California during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from August 9, 2017 through May 22, 2023.

"Class Settlement" means the settlement and resolution of Class Released Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly or non-exempt employees of Preferred Pump and Equipment employed in California during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of PAGA Released Claims (described in Section III.D below).

"PAGA Period" means the time period from April 12, 2022, through May 22, 2023.

II. BACKGROUND OF THE ACTION

On August 09, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Anthony Gamble, Jr. v. Preferred Pump and Equipment, L.P.*, Superior Court of California for the County of Kern, Case No. BCV-21-101825. On April 12, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Preferred Pump and Equipment of the specific provisions of the California Labor Code that he contends were violated ("LWDA Notice"). On March 15, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorney Generals Act, California Labor Code § 2698, *Et Seq.* in the Action ("Operative Complaint"). Plaintiff alleges that Preferred Pump and Equipment failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby violated California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Preferred Pump and Equipment denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Anthony Gamble Jr. as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Preferred Pump and Equipment that the claims in the Action have merit or that Preferred Pump and Equipment has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Preferred Pump and Equipment, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes only is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Thousand and Forty-Nine Thousand Dollars (\$749,000.00)/[amount to be determined based on Workweeks per Paragraph 35 of the Settlement Agreement] (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$262,150.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”). The PAGA Allocation will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members (“PAGA Member Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Preferred Pump and Equipment as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Final Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Final Workweek Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed

in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Preferred Pump and Equipment separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period/ The Settlement Administrator has divided the PAGA Member Amount by the total number of PAGA Members’ Workweeks of all PAGA Members (“PAGA Workweek Value”) and multiplied each PAGA Member’s individual PAGA Members’ Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From August 9, 2017 through May 22, 2023 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From April 12, 2022 through May 22, 2023 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Dispute of Workweeks”) that: (1) contains the case name and number of the Action (*Anthony Gamble, Jr. v. Preferred Pump and Equipment, L.P.*, Case No. BCV-21-101825); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, for violations of the California Labor Code, including *inter alia* sections 200, 201, 202, 203, 204, 221, 222.5, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 6401, and Industrial Welfare Commission Wage Orders, including all of the following claims for relief: (a) failure to pay all and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay all minimum wages due; (e) failure to pay all wages timely during employment; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage statements; (h) failure to keep require payroll records; (i) failure to reimburse business expenses; (j) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (k) any other claims or penalties under the wage and hour laws that were pleaded in the Action or reasonably could have been, pleaded in the Action based on the facts and legal theories contained in the Operative Complaint; and (l) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief.

“Released PAGA Claims” means all causes of action and factual or legal theories for civil penalties under the California Labor Code Private Attorneys General Act of 2004 against any of the Released Parties that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the PAGA Notices and Operative Complaint for violations of the California Labor Code, including *inter alia* sections 200, 201, 202, 203, 204, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and 6401, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 7-2001, 8-2001, 13-2001, 14-2001 and 16-2001, including all of the following: (a) failure to pay all and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay all minimum wages due; (e) failure to pay all wages timely during employment; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage statements; (h) failure to provide an employee with written notice that sets forth the amount of paid sick leave available or paid time off leave an employer provides in lieu of sick leave; (i) failure to keep complete and accurate payroll records; and (j) failure to reimburse business expenses.

“Released Parties” means Preferred Pump and Equipment, and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$262,150.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Award”), in recognition of his services in connection with the Action. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Disputes of Workweeks, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Anthony Gamble, Jr. v. Preferred Pump and Equipment, L.P.*, Case No. BCV-21-101825); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting

a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Anthony Gamble, Jr. v. Preferred Pump and Equipment, L.P.*, Case No. BCV-21-101825); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 17 of the Kern County Superior Court, located at Bakersfield Court, 1415 Truxtun Avenue, Bakersfield, California 93301, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.kern.courts.ca.gov/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 1115 Truxtun Avenue, First Floor Bakersfield, California 93301-4639, during business hours, or by online by visiting the following website: <https://portal.kern.courts.ca.gov/case-search/case-number>, and typing in the Court Case Number "BCV-21-101825."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.