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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

JAMAL GAMBLE, 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.

AMERIPRIDE SERVICES, INC., an unknown
business entity; AMERIPRIDE SERVICES,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2022-00320558-CU-OE-GDS

Honorable Lauri A. Damrell
Department 8B

CLASS ACTION

**DECLARATION OF MARIA
HALWADJIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Plaintiff's Notice of Motion and Motion for
Preliminary Approval of Class Action and
PAGA Settlement; Declaration of Proposed
Class Counsel (Shaun Setareh); Declaration of
Proposed Class Representative (Jamal
Gamble); and [Proposed] Order filed
concurrently herewith]

Date: August 21, 2026
Time: 9:00 a.m.
Department: 8B

Complaint Filed: May 23, 2022
FAC Filed: August 5, 2026
Trial Date: None Set

DECLARATION OF MARIA HALWADJIAN

I, Maria Halwadjian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Jamal Gamble (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On May 23, 2022, Plaintiff filed the Class Action Complaint for Damages against Defendants in the Superior Court for the County of Sacramento, thereby commencing the above-captioned lawsuit (“Action”).

3. On July 20, 2022, Defendants Ameriprise Services, Inc. and AmeriPride Services, LLC (together, “Defendants”) filed their Answer to Plaintiff’s Class Action Complaint for Damages.

4. On January 6, 2026, Plaintiff provided written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Marked and attached hereto as “**EXHIBIT A**” is a true and correct copy of Plaintiff’s PAGA Notice.

5. On July 30, 2026, Plaintiff sought leave to file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), adding a PAGA cause of action.

6. On August 4, 2026, the Court issued an order granting leave for Plaintiff to file the Operative Complaint.

7. On August 5, 2026, Plaintiff filed the Operative Complaint.

THE PROPOSED SETTLEMENT

8. Marked and attached hereto as “**EXHIBIT B**” is a true and correct copy of the Class and PAGA Representative Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others

1 similarly situated and other aggrieved employees, on the one hand, and Defendants, on the other
2 hand (together, the “Parties”). The Parties and their counsel have approved the proposed Notice
3 of Settlement, which is attached to the Settlement Agreement as “Exhibit 1” and respectfully
4 request that the Court approve it as well.

5 9. The Settlement provides for an escalated Gross Settlement Amount of \$289,380.00
6 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the
7 escalated Gross Settlement Amount less the following amounts, subject to approval by the Court:
8 Attorneys’ Fees of up to \$96,460.00 (if the escalated Gross Settlement Amount remains
9 \$289,380.00) and Costs not to exceed \$10,000.00 to Class Counsel, Enhancement Award to
10 Plaintiff of \$10,000.00, Settlement Administration Costs to the Settlement Administrator not to
11 exceed \$10,000.00, and the PAGA Payment of \$7,000.00. Assuming that the amounts allocated
12 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
13 that will be available for distribution to Participating Class Members is currently \$133,460.00.
14 Additionally, thirty-five percent (35%) of the PAGA Payment, which is \$2,450.00 out of
15 \$7,000.00, will be distributed to the PAGA Members, for their respective portion of the Individual
16 PAGA Payments. The escalated Gross Settlement Amount will be fully distributed in accordance
17 with the terms of the Settlement and there is no reversion to Defendant.

18 10. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees
19 in an amount of up to one-third (1/3) of the escalated Gross Settlement Amount (i.e., \$96,460.00
20 if the escalated Gross Settlement Amount remains \$289,380.00) and expenses and costs of not
21 more than \$10,000.00, which will be paid out of the escalated Gross Settlement Amount, subject
22 to approval by the Court. It should be noted that Class Counsel have borne all of the risks and
23 costs of litigation and will not receive any compensation until recovery is obtained. A description
24 of the qualifications of Lawyers for Justice, PC, the work performed by Class Counsel, and the
25 results achieved by Class Counsel in this matter can be found in paragraphs 16 through 22, *infra*.

26 11. The Settlement Agreement provides for payment of up to \$10,000.00 to Plaintiff as
27 an Enhancement Award, to be paid out of the escalated Gross Settlement Amount subject to
28 approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents

1 and past employment records and to provide the facts and evidence necessary to attempt to prove
2 the allegations, including and not limited to, Plaintiff working with Class Counsel to prepare for
3 and attend his full-day deposition and providing responses and supplemental responses to
4 Defendants' discovery requests. Plaintiff was available whenever Class Counsel needed him and
5 actively tried to obtain information that would benefit the Settlement Class. Accordingly, it is
6 appropriate and just for Plaintiff to receive an Enhancement Award, in addition to his individual
7 settlement payment, for his services on behalf of the Settlement Class, PAGA Members, and the
8 State of California.

9 12. The Parties have agreed to retain Apex Class Action Administration, ("Settlement
10 Administrator") to handle the notice and settlement administration process. The Parties
11 respectfully request that the Court appoint Apex Class Action Administration to handle these
12 procedures and serve as the Settlement Administrator. Defendants will provide the Settlement
13 Administrator with the Class Data, and the Settlement Administrator will calculate each
14 Settlement Class Member's estimated *pro rata* share of the Net Settlement Amount ("Individual
15 Settlement Payment") and each PAGA Member's estimated *pro rata* share of the thirty-five
16 percent (35%) portion of the PAGA Payment. The Settlement Administrator will be responsible
17 for printing, distributing, and tracking Notices of Settlement and other documents for the
18 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and
19 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
20 necessary reports and declarations, transmitting funds representing uncashed checks after the void
21 date to the California State Controller's Unclaimed Property Fund in the name of each
22 Participating Class Member and/or PAGA Member to whom the checks were issued, and other
23 duties and responsibilities set forth to process the Settlement, and as requested by the Parties.
24 Settlement Administration Costs are currently estimated not to exceed \$10,000.00 and will be paid
25 out of the escalated Gross Settlement Amount, subject to approval of the Court.

26 13. Under the Settlement Agreement, Defendants are responsible for any employer-side
27 tax obligations associated with the escalated Gross Settlement Amount and will deposit that
28 amount into the settlement fund in addition to the escalated Gross Settlement Amount. Each

1 Participating Class Member's Individual Settlement Payment will be allocated 33% to wages and
2 67% to penalties and interest. The Settlement Administrator will withhold the employees' share
3 of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments.

4 **CONDITIONAL CERTIFICATION OF THE PROPOSED SETTLEMENT CLASS IS**
5 **APPROPRIATE**

6 14. **Ascertainability:** The proposed Settlement Class is defined as all Drivers who
7 performed work for Defendants in the below listed positions in California during the Class
8 Settlement Period (i.e., the time period from March 23, 2018 through, and including, the
9 Preliminary Approval Date, or, if applicable, the Alternate End Date, pursuant to Section 3.3.2 of
10 the Settlement Agreement). "Drivers" includes individuals with the following job titles: Customer
11 Service Representative (CSR), Customer Service Representative (CSR)-C, Customer Service
12 Representative (CSR)-H, Lead CSR, Relief CSR, Route Delivery Driver, Route Sales-
13 Commission, Route Sales-Commission (K), Route Sales-Support, Shuttle Driver, and Shuttle
14 Driver-Commercial Drivers' License.

15 15. **Numerosity:** Based on data provided by Defendants, the Settlement Class is
16 estimated to be approximately 382 individuals who worked an estimated total of 50,022
17 workweeks.

18 16. **Commonality:** Based on investigation and information discovered, Class Counsel
19 believe that there is sufficient evidence to support the allegations made in the lawsuit, including
20 the allegations that Defendants, with respect to Plaintiff, Settlement Class Members, and PAGA
21 Members, *inter alia*, failed to properly pay all overtime and minimum wages, at all or at the correct
22 rate of pay, failed to provide compliant meal and rest periods and associated premium pay, failed
23 to timely pay wages during employment and upon termination of employment, failed to provide
24 compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse
25 necessary business expenses, and thereby engaged in unfair business practices and conduct giving
26 rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California
27 Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Settlement Class Members were
28 expected to perform similar job duties and were subject to the same or similar operations and

1 employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants'
2 recordkeeping practices with respect to Plaintiff, Settlement Class Members, and PAGA Members
3 were substantially the same during the time period at issue. As a result of said alleged uniform
4 practices, Plaintiff claims that the Settlement Class Members were not paid all of the compensation
5 that was owed to them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome
6 of this litigation would be determined by Defendants' uniform operations and employment
7 practices, policies, and procedures that Plaintiff alleges applied across their hourly-paid or non-
8 exempt employees in California during the relevant time period.

9 17. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing
10 a class action against his former employer. Plaintiff spent considerable time and effort to produce
11 relevant documents and past employment records and to provide the facts and evidence necessary
12 to attempt to prove the allegations, including and not limited to, Plaintiff working with Class
13 Counsel to prepare for and attend his full-day deposition and providing responses and
14 supplemental responses to Defendants' discovery requests. Plaintiff was available whenever Class
15 Counsel needed him and actively tried to obtain information that would benefit the Settlement
16 Class. Plaintiff has no interests that are adverse to the Settlement Class. Plaintiff was employed by
17 Defendants during the Class Settlement Period and subject to the same alleged violations and the
18 same policies, practices, and procedures. Plaintiff took on the challenge and risk of commencing
19 and maintaining this action, and he has not yet received any monetary benefit for his service to
20 date. Plaintiff put his own interests aside and brought a publicly filed lawsuit against an employer
21 not just for his own benefit, but, instead, on behalf of other hourly-paid employees and the State
22 of California.

23 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

24 18. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
25 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
26 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC
27 is the attorney of record in well over a dozen employment-related putative class actions in both
28 state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of

1 attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act
2 (“PAGA”) representative actions. The firm has successfully litigated cases involving nearly every
3 aspect of California wage and hour law, including payment of overtime and minimum wages,
4 provision of meal and rest breaks and/or premiums wages for same, timely payment of wages,
5 provision of compliant wage statements, reimbursement of business expenses, executive,
6 administrative, and other overtime exemptions to the State of California and federal overtime
7 compensation requirements, PAGA claims, and sister statutes under federal law. During a
8 relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered
9 millions of dollars on behalf of thousands of individuals in California.

10 19. Edwin Aiwarzian is a Chief Executive Officer of Lawyers *for* Justice, PC. He
11 received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a
12 Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
13 formal training in dispute resolution and negotiation from the Straus Institute for Dispute
14 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
15 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
16 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
17 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
18 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
19 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
20 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
21 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
22 In December of 2004, he obtained a license to practice law from the California State Bar. Since
23 in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost
24 exclusively focused on the prosecution of consumer and employment class actions. While
25 employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or
26 defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for
27 deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with
28 other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully

1 litigated cases involving the executive, administrative, and other overtime exemptions to the State
2 of California and federal overtime compensation requirements. Under his supervision, Lawyers
3 *for Justice*, PC has successfully obtained class certification by contested motion practice in
4 approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or
5 representative action cases.

6 20. Arby Aiwasian is a Senior Partner of Lawyers *for Justice*, PC. He received his
7 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
8 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
9 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
10 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
11 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
12 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
13 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
14 of the State of California and all United States District Courts in the State of California. He has
15 worked on many wage-and-hour class action and representative action cases, taking the lead in
16 taking and defending depositions, arguing motions, and attending mediations. He has played an
17 integral role in preparing matters for class certification, including and not limited to, successful
18 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
19 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
20 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
21 RG13680477). Under his supervision, dozens of class action or representative action cases have
22 resulted in settlements that have been granted court approval. He has handled over one hundred
23 and fifty (150) mediations and worked on over two hundred and fifty (250) class action or
24 representative action cases which have resulted in settlement.

25 21. Joanna Ghosh is a Senior Partner of Lawyers *for Justice*, PC. She received a
26 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
27 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
28 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010),

1 in New York (since 2013), and in Washington (since 2026), and she is also admitted to practice in
2 all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of
3 California, U.S. District Court for the Western District of Washington, and the U.S. Supreme
4 Court. She has taken and defended dozens of depositions and successfully handled motion practice
5 in class action cases regarding discovery (including and not limited to, regarding class contact
6 information), class certification (both contested class certification and stipulated class
7 certification), arbitration agreements, coordination, and intervention. She has successfully
8 handled briefing and oral arguments on appeal and obtained notable decisions regarding Private
9 Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g.,
10 *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439,
11 cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*
12 *Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not
13 limited to, working on cases to obtain class certification through contested motion practice and
14 working on cases in the post-certification stage (e.g., post-certification discovery, appeal,
15 statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case
16 involving a certified class consisting of approximately 2,600 individuals). She has extensive
17 experience with class action and/or representative action settlements, and has handled this process
18 in over five hundred (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision,
19 Lawyers for Justice, PC has handled the class certification and court approval process for hundreds
20 of class action and/or representative action matters that have successfully resolved. Joanna Ghosh
21 is a member of the California Employment Lawyers Association and, on several occasions, has
22 been a speaker regarding topics in wage and hour law at the organization's continuing legal
23 education events.

24 22. Yasmin Hosseini is a Senior Attorney of Lawyers for Justice, PC. She received her
25 Bachelor of Arts degree from University of California, Santa Barbara in 2013 and earned her Juris
26 Doctor degree from Pepperdine University School of Law in 2017. She was admitted to practice
27 law in California in 2019. She is admitted to practice before all courts of the State of California
28 and all federal district courts in the State of California. She has worked on many wage and hour

1 class action and PAGA representative matters, and her work has included, *inter alia*, researching
2 and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
3 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
4 analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, she
5 represented filmmakers and talent, negotiating and structuring various types of agreements on their
6 behalf. She is a member of the California Employment Lawyers Association, Beverly Hills Bar
7 Association, and Iranian American Bar Association.

8 23. Selena Matavosian is an Associate Attorney of Lawyers for Justice, PC. She
9 received a Bachelor of Science degree from California State University, Northridge in 2019, and
10 was the recipient of the Wildman Schumacher Scholarship. She earned a Juris Doctor degree from
11 Southwestern Law School in 2022, and was the recipient of the Witkin Award for Academic
12 Excellence. She was admitted to practice law in California in 2022. She is admitted to practice
13 before all courts of the State of California and all U.S. Federal District Courts in the State of
14 California. She has worked on many wage-and-hour class action and PAGA representative cases,
15 and my work on these cases has included, *inter alia*, researching and drafting pleadings and
16 motion-related papers, administrative notice exhaustion, drafting, negotiating, and finalizing
17 stipulations and settlement agreements, performing claims evaluation and analysis, and making
18 court appearances.

19 24. I am a Member of Lawyers for Justice, PC. I received my Bachelor's degree from
20 the University of California, Santa Barbara in 2019, and earned my Juris Doctor degree from the
21 Southwestern Law School in 2024. I was admitted to practice law in California in November of
22 2024. From approximately May 2022 to approximately August 2022, I served as a Judicial Extern
23 to the Honorable Andre Birotte Jr. at the United States District Court for the Central District of
24 California. I am admitted to practice before all courts of the State of California and all federal
25 district courts in the State of California. Since joining Lawyers for Justice, PC, I have worked on
26 wage and hour class action and PAGA representative matters. My work has included, *inter alia*,
27 researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
28 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation

and analysis, and making court appearances.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

25. The effectiveness of Lawyers *for* Justice, PC and Setareh Law Group (together, “Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Settlement Class Members, PAGA Members, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

26. Class Counsel have litigated the case for over three (3) years and were actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations. In the course of the litigation and in connection with settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, business expense reimbursement, meal and rest periods and associated premium pay, recordkeeping, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, and extensive settlement negotiations, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff’s principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and

adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff and the State of California, and the PAGA Members, against the Released Parties.

27. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and were preparing the action for class certification and trial. Plaintiff conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendants, Plaintiff, and other sources. Class Counsel propounded multiple sets of formal written discovery requests onto Defendants (specifically, Form Interrogatories - General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One)), and served notices of deposition of Defendants' Persons Most Knowledgeable designees regarding organizational structure, along with a request for production of documents. Class Counsel also reviewed and analyzed Defendants' responses, supplemental responses, and objections to written discovery requests and the deposition notices, as well as documents produced by Defendant in discovery. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, a sampling of Plaintiff's and other Settlement Class Members' time data and pay records, Defendants' Employee Handbook, internal memoranda, employment offer, job descriptions, collective bargaining agreement, company policy acknowledgements (including, but not limited to, Employee Acknowledgments, Hazard Communication, Meal/Rest Break Daily Acknowledgments, Training Acknowledgments, Receipt of Onboarding Training Book, Employee Handbook Acknowledgment, Acknowledgment of Receipt of Policies, Receipt of Workers Compensation Network Information, Receipt of Meal Break policies, and Employee Performance notices), procedures (including, but not limited to, Employee Warning Report) and policies (including, but not limited to, Meal Premium policies), among other information and documents. Class Counsel had the opportunity to interview Plaintiff and other Settlement Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the

1 production of documents and data. Class Counsel also drafted pleadings and prepared for and
2 attended court proceedings and settlement negotiations, among other tasks.

3 28. Counsel for the Parties have also invested time researching and investigating the
4 applicable law, which is constantly evolving as it relates to certification, representative PAGA
5 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
6 enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts
7 discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate,
8 and reasonable.

9 29. Class Counsel are aware of the defenses and position of Defendants, but believe that
10 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
11 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
12 and the difficulties and delays inherent in such litigation, including those involved in class
13 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
14 necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses, and the
15 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
16 considered the Parties' settlement discussions.

17 30. Defendants, on the other hand, denied and continue to deny any liability and
18 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that
19 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
20 than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both
21 sides have also had the opportunity to interview witnesses and review documents and information
22 relating to Plaintiff's, Settlement Class Members', and PAGA Members' employment with
23 Defendants, and Defendants' operations and employment policies, practices, and procedures. The
24 Parties also reviewed and analyzed a volume of documents and data to determine the potential
25 value and strength of the claims. The available information enabled Class Counsel to assess and
26 value the class and PAGA claims and prepare violation, damages, and penalties analyses models.
27 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
28 sufficiently informed of the nature and extent of the Settlement Class Members' claims, and to

1 enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness.
2 The Settlement takes into account the strengths and weaknesses of each side's position and the
3 uncertainty of how the case might have concluded at certification, trial, and/or appeals.

4 **ESTIMATE OF THE VALUE OF THE CLAIMS**

5 31. Plaintiff's action alleges that Defendants have violated the California Labor Code
6 and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
7 scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing
8 to properly compensate overtime and minimum wages, at all or at the correct rate of pay, failing
9 to provide compliant meal and rest periods and associated premium pay, failing to timely pay
10 wages during employment and upon termination and associated waiting-time penalties, failing to
11 provide compliant wage statements, failing to maintain requisite payroll records, and failing to
12 reimburse necessary business expenses. Plaintiff further contends that Defendants'
13 aforementioned conduct constitutes unfair business practices (under the California Business and
14 Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

15 32. Based on data provided by Defendants, the total number of putative class members
16 during the period from March 23, 2018 to August 21, 2026 ("relevant time period") was estimated
17 to be approximately 382 individuals who worked an estimated total of 50,022 workweeks with an
18 average hourly rate of pay of \$20.06.

19 33. Plaintiff contended that Defendants required putative class members to perform
20 work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest
21 periods. Plaintiff contended that Defendants discouraged the recordation of overtime hours and
22 required putative class members to perform work off-the-clock. Plaintiff contended that
23 Defendants failed to include non-discretionary bonuses and incentives in the calculation of the
24 regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were
25 regularly missed, later, shortened, and/or interrupted, that putative class members were required
26 to remain on premises during rest breaks, readily available to assist with work tasks, and that
27 Defendants failed to properly pay premiums for all non-compliant meal and rest periods.
28 Additionally, Plaintiff alleged that Defendants intentionally and willfully failed to pay Plaintiff

1 and putative class members all wages due to them while they were employed by Defendants,
2 within the time period permissible under California law, and that Defendants failed to pay all
3 wages due upon termination, within the time period permissible under California law, thereby
4 triggering waiting-time penalties under California Labor Code section 203. Plaintiff contended
5 that, based on the violations described herein, the wage statements provided by Defendants and
6 the payroll records kept by Defendants were inaccurate. Finally, Plaintiff contended that
7 Defendants failed to reimburse Plaintiff and the other putative class members for necessary
8 business expenses.

9 34. Class Counsel considered Defendants' arguments, e.g., that the employer's
10 practices, policies, and procedures complied with the law, that Defendants paid putative class
11 members over the California minimum wage for all hours worked, that Defendants correctly paid
12 overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-
13 time penalties only arise from "willful" failure to pay wages due and owing at the time of
14 termination or resignation, that Plaintiff and putative class members suffered no actual injury from
15 the alleged wage statement violations and that this alleged violation and the alleged recordkeeping
16 violation are entirely derivative of the other causes of action, and that a policy and practice of
17 reimbursing employees for necessary business-related expenses exists. Class Counsel also
18 considered the likelihood of Plaintiff's success in establishing that any of provisions of the
19 California Labor Code, on which the civil penalties under PAGA and the UCL claim are
20 predicated, were violated and that such violations were injurious and/or warranted imposition of
21 civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing
22 penalties under PAGA, and that it could be determined that individual liability issues predominate
23 (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which
24 could raise individualized questions of fact) and could pose challenges to certification,
25 manageability, and the merits of Plaintiff's claims.

26 35. Class Counsel considered information, data, and documents obtained from Plaintiff,
27 Defendants, and other sources, and created violation, damages, and penalties valuations and
28 models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of

the claims. However, the potential value of each claim assumed an exposure based on the above-captioned action having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the extensive time and pay records produced by Defendants, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$1,505,161.98 (50,022 workweeks x 1 hours of unpaid overtime wages x overtime hourly rate of \$30.09, which is based on the average hourly rate of \$20.06). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$602,064.79), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$180,619.44), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$27,092.92).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$1,003,441.32 (50,022 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$20.06). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing

the value of this claim closer to \$351,204.46, a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$105,361.34), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$15,804.20).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$2,006,882.64 (50,022 workweeks x 2 meal period premiums x average hourly rate of \$20.06). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$802,753.06), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$280,963.57), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$42,144.54).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$1,003,441.32 (50,022 workweeks x 1 rest period premium x average hourly rate of \$20.06). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$351,204.46), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$122,921.56), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$18,438.23).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

- 1 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):
2 Based on information and data provided by Defendants, it was estimated that
3 approximately 283 putative class members had been terminated during the three-
4 year statute of limitations (i.e., from March 23, 2019). Assuming that these
5 individuals were not timely paid all wages due to them upon termination, the
6 potential value of waiting-time penalties was estimated to be \$1,362,475.20
7 collectively (283 individuals x [30 days x hourly rate of \$20.06 x 8 hours]), or
8 approximately \$4,814.40 per individual. At this juncture, a discount of 65% was
9 applied to account for the risks associated with obtaining and maintaining class
10 certification (bringing the value of this claim closer to \$476,866.32), a discount of
11 75% was applied to account for the risks associated with succeeding on the merits
12 and establishing liability (bringing the value of this claim closer to \$119,216.58),
13 and a discount of 85% was applied to account for the risks associated with proving
14 the extent of damages and obtaining an award thereof (bringing the value of this
15 claim closer to \$17,882.49).
- 16 g. Failure to Provide Compliant Wage Statements: The potential value of this claim
17 was calculated to be \$312,000.00 ([78 initial violations x \$4,000.00 statutory
18 maximum penalty]). At this juncture, a discount of 65% was applied to account for
19 the risks associated with obtaining and maintaining class certification (bringing the
20 value of this claim closer to \$109,200.00), a discount of 75% was applied to account
21 for the risks associated with succeeding on the merits and establishing liability
22 (bringing the value of this claim closer to \$27,300.00), and a discount of 85% was
23 applied to account for the risks associated with proving the extent of damages and
24 obtaining an award thereof (bringing the value of this claim closer to \$4,095.00).
- 25 h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be
26 recoverable by the Labor Commissioner, therefore, the value of this claim is
27 considered as a part of the valuation of the PAGA claim contained *infra*.
- 28 i. Failure to Reimburse Necessary Business Expenses: The potential value of this

claim was estimated to be \$50,022.00 (50,022 workweeks x \$1.00 unreimbursed business expenses). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$17,507.70), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$5,252.31), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$1,050.46).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$132,600.00 (78 aggrieved employees estimated to have worked during one-year statutory period x \$1,700 civil penalties). At this juncture a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$33,150.00), and a discount of 80% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$6,630.00).

36. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed

1 to monetary recovery, if any, that may be obtained in the future after further litigation. Class
2 Counsel recognized the circumstances and realities of the case, applicable case law and
3 regulations, and risks to recovery and applied appropriate discounts.

4 37. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in
5 the best interest of Plaintiff, the Settlement Class, and the State of California. Class Counsel further
6 submit that the Settlement is within an acceptable range of recovery for this type of litigation given
7 the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the
8 costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

9 38. I have reviewed the Court's Checklist for Approval of Class Action and/or Private
10 Attorneys General Act ("PAGA") Settlements and confirm that the moving papers filed herewith
11 comply with the checklist.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed on this 7th day of August 2026, at Glendale, California.

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16 _____
17 Maria Halwadjian
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EXHIBIT A

SETAREH LAW GROUP

Wage-and-Hour and Consumer Class Actions and Complex Litigation

Shaun Setareh

Principal

shaun@setarehlaw.com

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY CERTIFIED MAIL

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Re: Jamal Gamble v. AmeriPride Services, Inc., et. al.

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq.*), JAMAL GAMBLE (“GAMBLE”) hereby provides notice on behalf of himself and on behalf of all other current and former drivers in the following positions in California “Drivers” includes individuals with the following job titles: Customer Service Representative (CSR), Customer Service Representative (CSR)-C, Customer Service Representative (CSR)-H, Lead CSR, Relief CSR, Route Delivery Driver, Route Sales-Commission, Route Sales-Commission (K), Route Sales-Support, Shuttle Driver, and Shuttle Driver-Commercial Drivers’ License (the “aggrieved employees”) who were employed by AMERIPRIDE SERVICES, INC. and/or AMERIPRIDE SERVICES, LLC. directly or indirectly whether through any staffing agencies and/or any other third parties (collectively referred to as “Defendants”) who worked in hourly, non-exempt positions for alleged violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.

Labor Codes section 201, 202, 203 pertains to non-payment of wages upon termination or

resignation. Labor Code section 204 pertains to payment of wages on regularly scheduled paydays. Labor Code section 223 makes it unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. Labor Code section 226 pertains to providing accurate wage statements. Labor Code section 226.7 makes it unlawful to require an employee to work during a meal or rest period. Labor Code section 558 provides penalties for violation of Section 500 *et seq.* or any provision of any Wage Order. Labor Code section 1194 permits the recovery of minimum wage or overtime as an additional penalty. Labor Code section 1197 makes it unlawful to pay less than the minimum wage. Labor Code 1197.1 permits the recovery of a civil penalty for unlawful payment of less than minimum wage. Labor Code section 1198 makes employment of any employee for longer hours than those fixed by the order or under conditions prohibited by the order is unlawful. Labor Code section 2802 requires the reimbursement of any expenses incurred as a result of discharging duties to the employer.

GAMBLE is an individual who was employed by Defendants as an hourly, non-exempt employee. At all relevant times, Defendants employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California.

GAMBLE and aggrieved employees are “employees” within the meaning of Section 2 of the applicable Industrial Welfare Commission Wage Order (the “Wage Order”) and “aggrieved employees” within the meaning of Labor Code section 2699(c). At all relevant times, GAMBLE and aggrieved employees have been non-exempt employees entitled to the full protections of both the Labor Code and the Wage Order. GAMBLE’s representation of “aggrieved employees” is brought with the information and belief that the labor code violations discussed in this notice are systematic, ongoing, repeated, and will continue.

As set forth below, Defendants failed to comply with the Labor Code sections as described herein below. Accordingly, GAMBLE now seeks civil penalties for Defendants’ alleged violations of the Labor Code.

FAILURE TO PROVIDE MEAL PERIODS
(Lab. Code §§ 204, 223, 226.7, 512 and 1198)

Labor Code section 204 provides that all wages (except as provided under Labor Code sections 201, 201.3, 202, 204.1 and 204.2) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Labor Code section 223 states:

Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the Wage Order states:

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Labor Code section 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and that standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Section 11 of the Wage Order states:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Defendants' written policies failed to advise GAMBLE and the aggrieved employees of their legal rights to take meal periods in accordance with California law. GAMBLE and the aggrieved employees were required to clock out for meal periods even though they continued to perform work with the full knowledge of their supervisors. Accordingly, GAMBLE and the aggrieved employees were not provided with legally mandated uninterrupted meal periods of at least thirty minutes pursuant to California law.

In addition, GAMBLE and the aggrieved employees did not execute valid on-duty meal period waivers that complied with California law. Therefore, GAMBLE and the aggrieved employees were not provided with an uninterrupted, duty-free meal period of at least thirty minutes.

Defendants also failed to advise GAMBLE and the aggrieved employees of their legal right to take a second meal period when they worked shifts of ten hours or more.

Furthermore, at time when GAMBLE and the aggrieved employees were not timely provided with a meal period, Defendants failed to pay them legally required premium wages. These failures result, in part, from policies and practices that lack adequate safeguards to ensure that employees are relieved of all duty for meal periods and are paid additional wages when meal periods are not provided.

GAMBLE and the aggrieved employees were not subject to valid on-duty meal period agreements with Defendants. California law requires that meal period waivers be documented in a written agreement that is voluntarily signed by both the employee and employer. The written agreement must state that the employee may, in writing, revoke the agreement at any time. (8 Cal. Code Regs. § 11040). GAMBLE and the aggrieved employees did not execute lawful meal period waivers in accordance with California law.

Accordingly, GAMBLE now seeks civil penalties for these Labor Code violations that

Defendants have committed against him and aggrieved employees as follows:

- (1) For all initial violation of Labor Code section 204, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 210);
- (2) For all subsequent violation of Labor Code section 204, \$200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 210);
- (3) For all initial violations of Labor Code section 223, that are deemed to be neither willful nor intentional, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 225.5);
- (4) For all initial violation of Labor Code section 223 that are deemed to be either willful or intentional, \$200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);
- (5) For all subsequent violations of Labor Code section 223, regardless of whether the initial violation of Labor Code section 223 is deemed to be either willful or intentional, \$200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);
- (6) For all initial violations of Labor Code sections 226.7 and 1198, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));
- (7) For all subsequent violations of Labor Code sections 226.7 and 1198, \$200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));
- (8) For all initial violations of Labor Code section 512, \$50 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 558(a)(1));
- (9) For all subsequent violations of Labor Code section 512, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 558(a)(2)).

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FAILURE TO PROVIDE REST PERIODS
(Lab. Code §§ 204, 223, 226.7 and 1198)

Labor Code section 204 provides that all wages (except as provided for under Labor Code sections 201 and 202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Labor Code section 223 states:

Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the applicable Wage Order states:

“‘Hours worked’ means the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Labor Code section 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Section 12 of the applicable Wage Order states:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provision of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

In addition, Labor Code section 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

As a result of these policies and practices, Defendants failed to provide GAMBLE and the aggrieved employees with net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and have failed to pay them premium wages at their regular rates of pay on workdays they failed to provide them with required rest periods. Defendants' policies and practices lack adequate safeguards to ensure that employees are relieved of their duties for all required rest periods and are paid additional wages when rest periods are not provided.

Accordingly, GAMBLE now seeks civil penalties for these Labor Code violations that Defendants have committed against him and aggrieved employees as follows:

- (1) For all initial violation of Labor Code section 204, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 210);
- (2) For all subsequent violation of Labor Code section 204, \$200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 210);
- (3) For all initial violations of Labor Code section 223, that are deemed to be neither willful nor intentional, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 225.5);
- (4) For all initial violation of Labor Code section 223 that are deemed to be either willful or intentional, \$200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);
- (5) For all subsequent violations of Labor Code section 223, regardless of whether he initial violation of Labor Code section 223 is deemed to be either willful or intentional, \$200 for each aggrieved employee, plus 25% of the amount

unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);

- (6) For all initial violations of Labor Code sections 226.7 and 1198, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));
- (7) For all subsequent violations of Labor Code sections 226.7 and 1198, \$200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2)).

FAILURE TO PAY HOURLY AND OVERTIME WAGES
(Lab. Code §§ 204, 223, 510, 1194, 1197 and 1198)

Labor Code section 204 provides that all wages (except as provided for under Labor Code sections 201 and 202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Labor Code section 223 states:

Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the applicable Wage Order states:

“Hours worked” means the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Section 4 of the applicable Wage Order states:

(A) Every employer shall pay to each employee wages not less than the following:

- (1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following:
 - (a) Twelve dollars (\$12.00) per hour for all hours worked, effective January 1, 2019; and
 - (b) Thirteen dollars (\$13.00) per hour for all hours worked, effective January 1, 2020;
- (2) Any employer who employs 25 or fewer employees shall pay to

each employee wages not less than the following:

- (a) Eleven dollars (\$11.00) per hour for all hours worked, effective January 1, 2019.
- (b) Twelve dollars (\$12.00) per hour for all hours worked, effective January 1, 2020.
- (B) Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, place, commission, or otherwise.

Labor Code section 1194 states, in relevant part:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Labor Code section 1197 states, in relevant part:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Labor Code section 1198 states, in relevant part:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Section 3 of the applicable Wage Order states, in relevant part:

(A) Daily Overtime – General Provisions

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half

(1 ½) times such employee's regular rate of pay for all hours worked over 40 in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary."

In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 585 (2000).

Meal Periods

As a result of their failures to provide meal periods in accordance with California law and to accurately record the starting and stopping times of all work periods, Defendants failed to compensate GAMBLE and the aggrieved employees with all hourly and overtime wages for time spent working during unpaid meal periods.

At all relevant times during the applicable limitations period, Defendants maintained a policy or practice of requiring GAMBLE and the aggrieved employees to clock out for their meal periods even though they continued to work off-the-clock. Defendants also automatically deducted one-half hour from the timecards of GAMBLE and the aggrieved employees on every workday for a meal period, regardless of whether or not they were permitted to take such a meal period. As a result of this "auto-deduct" policy, GAMBLE and the aggrieved employees routinely performed off-the-clock work that Defendants either knew or should have known they were performing.

Regular Rate of Pay

The regular rate of pay under California law includes “all remuneration for employment paid to, on behalf of, the employee.” DLSE Opinion Letter 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to, commissions and non-discretionary bonuses. *See, e.g., Huntington Memorial Hospital v. Superior Court*, 131 Cal. App. 4th 893, 904 (2005).

At all relevant times, Defendants violated the above-referenced Labor Code sections by failing to pay GAMBLE and the aggrieved employees for all hours worked, including, but not limited to, overtime hours and premiums paid for meal and/or rest break violations. While employed by Defendants, GAMBLE and the aggrieved employees received hourly wages and other remuneration, including, but not limited to, commissions and non-discretionary bonuses and/or other applicable remuneration that must be included when calculated their regular rates of pay. However, Defendants consistently failed to include all applicable forms of remuneration when calculating their regular rates of pay. As a result, any overtime wages and/or premiums paid for meal and/or rest break violations paid to GAMBLE and the aggrieved employees were not paid at the regular rate of pay.

Accordingly, GAMBLE now seeks civil penalties for these Labor Code violations that Defendants have committed against him and aggrieved employees as follows:

- (1) For all initial violation of Labor Code section 204, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 210);
- (2) For all subsequent violation of Labor Code section 204, \$200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 210);
- (3) For all initial violations of Labor Code section 223, that are deemed to be neither willful nor intentional, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 225.5);
- (4) For all initial violation of Labor Code section 223 that are deemed to be either willful or intentional, \$200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);
- (5) For all subsequent violations of Labor Code section 223, regardless of whether he initial violation of Labor Code section 223 is deemed to be either willful or intentional, \$200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);

- (6) For all initial violations of Labor Code section 510, \$50 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 558(a)(1));
- (7) For all subsequent violations of Labor Code section 510, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 558(a)(2));
- (8) For all initial violations of Labor Code sections 1194 and 1198, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));
- (9) For all subsequent violations of Labor Code sections 1194 and 1198, \$200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));
- (10) For all initial violations of Labor Code section 1197 deemed to be intentional, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 1197.1(a)(1));
- (11) For all subsequent violations of Labor Code section 1197, regardless of whether the initial violation is deemed to be intentional, \$250 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 1197.1(a)(2)).

FAILURE TO REIMBURSE FOR EXPENSES
(Lab. Code § 2802)

Labor Code section 2802(a) states:

- (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

At all relevant times during the applicable limitations period, Defendants required GAMBLE and the aggrieved employees to incur expenses which Defendants failed and/or refused to reimburse them for all necessary business-related expenses incurred.

Accordingly, GAMBLE now seeks civil penalties for these Labor Code violations that Defendants committed against him and aggrieved employees as follows:

- (1) For all initial violations of Labor Code section 2802, \$100 for each aggrieved

employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

- (2) For all subsequent violations of Labor Code section 2802, \$200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2)).

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS
(Lab. Code § 226)

Labor Code section 226(a) states, in pertinent part:

- (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, "copy" includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

At all relevant times during the applicable limitations period, Defendants failed to provide accurate itemized wage statements that shows:

- (1) gross wages earned;

- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer;
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

By failing to accurately record all hours worked, including “off-the-clock” work described above, by failing to pay employees meal and rest period premiums in accordance with California law, by subjecting vested vacation pay to unlawful forfeiture, and by failing to reimburse employees for all necessary business expenses, Defendants have failed to provide GAMBLE and the aggrieved employees with written wage statements that comply with the requirements of Labor Code section 226(a). The wage statements of GAMBLE and the aggrieved employees have not accurately reflected their applicable rates of pay, hours worked, and the amounts of their gross and net wages.

Accordingly, GAMBLE now seeks civil penalties for Defendants’ violations of the Labor Code as follows:

- (1) For all violations of Labor Code section 226(a) if a civil action filed in accordance with the procedures set forth in Labor Code section 2699.3 results in an initial citation or its equivalent, \$250 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 226.3);
- (2) For all violations of Labor Code section 226(a) if a civil action filed in accordance

with the procedures set forth in Labor Code section 2699.3 results in a subsequent citation or its equivalent, \$1000 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 226.3).

LATE OR PARTIAL PAYMENT OF FINAL WAGES FOLLOWING SEPARATION
(Lab. Code §§ 201, 202 and 203)

Labor Code section 201 requires an employer to pay all earned and unpaid wages to a discharged employee immediately at the time of discharge.

Labor Code section 202 requires an employer to pay all earned and unpaid wages to an employee who quits after giving at least seventy-two hours' notice at the time of quitting.

Labor Code section 202 requires an employer to pay all earned and unpaid wages to an employee who quits after giving less than seventy-two hours noticed within seventy-two hours of giving notice of quitting.

Labor Code section 203 provides that an employee's wages shall continue as a penalty from when they first became due at the same rate until paid for up to thirty days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code sections 201 or 202.

By failing to timely furnish GAMBLE and the aggrieved employees with any final paycheck and/or with final paychecks that include all earned and unpaid wages, including, but not limited to, all earned and unpaid hourly, overtime, vacation and/or premium wages, Defendants have violated Labor Code sections 201 and/or 202.

Accordingly, GAMBLE now seeks civil penalties for Defendants' violations of the Labor Code as follows:

- (1) For all initial violations of Labor Code sections 201, 202 and 203, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));
- (2) For all subsequent violations of Labor Code sections 201, 202 and 203, \$200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2)).

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CONCLUSION

As noted above, this letter constitutes the required notice under the Private Attorneys General Act of 2004 (Lab. Code §§ 2698 *et seq.*). Insofar as this letter is directed to Defendants, please be advised that GAMBLE will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the Labor and Workforce Development Agency decline to pursue this matter.

Very truly yours,

SETAREH LAW GROUP

A handwritten signature in blue ink, appearing to read 'Shaun Setareh', is written over the printed name. The signature is stylized with a large, sweeping initial 'S'.

Shaun Setareh, Esq.

EXHIBIT B

SETAREH LAW GROUP

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Attorneys for Plaintiff
JAMAL GAMBLE

[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JAMAL GAMBLE, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

vs.

AMERIPRIDE SERVICES, INC., an unknown
business entity; AMERIPRIDE SERVICES,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 34-2022-00320558-CU-OE-GDS

**STIPULATION OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

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Attorneys for Defendants
11 AMERIPRIDE SERVICES, INC. and
AMERIPRIDE SERVICES, LLC
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1 This Stipulation of Class and PAGA Representative Action Settlement (“Stipulation,”
2 “Settlement,” or “Stipulation of Settlement”) is made and entered into, as of the date set forth below,
3 between Plaintiff Jamal Gamble, as an individual, as a representative of the proposed Class
4 described herein and as representative of the State of California (“Plaintiff”), and Defendants
5 AmeriPride Services, Inc. and AmeriPride Services, LLC (together, “Defendants”), who are parties
6 to the above-captioned litigation (collectively, Plaintiff and Defendants are referred to as the
7 “Parties” and individually they are referred to as “Party”).

8 **1. DEFINITIONS**

9 1.1 “Action” means the action entitled *Jamal Gamble v. AmeriPride Services, Inc., et.*
10 *al.*, Sacramento County Superior Court, Case No. 34-2022-00320558-CU-OE-GDS.

11 1.2 “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
12 and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the
13 Action, as set forth in Section 3.4.2 herein.

14 1.3 “Class Counsel” means Shaun Setareh and Roger Ricardez of Setareh Law Group
15 and Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, and Maria Halwadjian of Lawyers *for*
16 Justice, PC.

17 1.4 “Class Data” means a confidential spreadsheet that includes, for each Class
18 Member, their last-known full-name, last-known mailing address, Social Security Number, the
19 number of Eligible Workweeks, the number of Eligible Pay Periods, and such other information
20 and/or data sufficient for the Settlement Administrator to calculate Eligible Workweeks and
21 Eligible Pay Periods. The Class Data shall be based on Defendants’ personnel and payroll records
22 and provided in a format acceptable to the Settlement Administrator.

23 1.5 “Class Settlement Period” means the time period from March 23, 2018 through, and
24 including, the Preliminary Approval Date, or, if applicable, the Alternate End Date, pursuant to
25 Section 3.3.2 herein.

26 1.6 “Class Representative” or “Plaintiff” means Plaintiff Jamal Gamble.

27 1.7 “Class Representative’s Released Claims” means any and all claims, obligations,
28 demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever

1 kind and nature, character, and description, whether in law or equity, whether sounding in tort,
2 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source
3 of law or contract, whether known or unknown, and whether anticipated or unanticipated, including
4 all unknown claims covered by California Civil Code Section 1542, by the Class Representative,
5 arising at any time up to and including the date on which the Court enters the Final Approval Order
6 and Judgment, for any type of relief, including without limitation claims for wages, premium and
7 other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general
8 damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees,
9 litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class
10 Representative's Released Claims also include, but are not limited to, the Released Claims as well
11 as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California
12 Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or
13 county Living Wage Ordinances, and claims under state or federal discrimination statutes,
14 including, without limitation, the California Government Code; the Unruh Civil Rights Act,
15 California Civil Code; the California Constitution; the California Business and Professions Code,
16 including but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age
17 Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the
18 Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act
19 of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act,
20 to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*;
21 the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay
22 Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974; the
23 Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the
24 California Family Rights Act; and all of their implementing regulations and interpretive guidelines;
25 any and all claims for monetary recovery and personal or individual relief, except as prohibited by
26 law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive
27 relief, declaratory relief, or accounting based on any of the foregoing claims. For the avoidance of
28 doubt, this is a complete and general release to the maximum extent by law. Notwithstanding the

1 foregoing, the release of the Class Representative's Released Claims does not include any claim or
2 right that is not waivable as a matter of law.

3 1.8 "Class Settlement" means the settlement and resolution of all Released Class
4 Claims."

5 1.9 "Court" means the Superior Court of the State of California for the County of
6 Sacramento.

7 1.10 "Defendants' Counsel" means Eric Meckley, Sarah Zenewicz and Claire Lesikar of
8 Morgan, Lewis & Bockius LLP.

9 1.11 "Effective Date" means the latest of: (i) provided that no appeal from the Final
10 Approval Order and Judgment is filed, the day after the deadline for any appeals expires; (ii) if an
11 appeal from the Final Approval Order and Judgment is filed, and the appeal is finally disposed of
12 by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further
13 review of the Court of Appeal's decision passes, and no further review is requested; and (iii) if an
14 appeal of the Final Approval Order and Judgment is filed and there is a final disposition by ruling,
15 dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's decision
16 is requested, the day after the request for review is denied with prejudice and/or no further review
17 of the Final Approval Order and Judgment can be requested.

18 1.12 "Eligible Workweeks" shall mean the workweeks that each Settlement Class
19 Member performed work for Defendants in California during the Class Settlement Period as a
20 Settlement Class Member which will be calculated by Defendant based on Defendant's time and
21 payroll records.

22 1.13 "Eligible Pay Periods" shall mean the number of pay periods that each PAGA
23 Member performed work for Defendants in California during the PAGA Settlement Period as a
24 PAGA Member which will be calculated by Defendant based on Defendant's time and payroll
25 records

26 1.14 "Enhancement Award" means the amount approved by the Court to be paid to the
27 Class Representative, in recognition of his efforts and services to the Settlement Class, and as
28 consideration for a full, general, and comprehensive release of the Class Representative's Released

1 Claims, which shall be in addition to whatever payments he may otherwise be entitled to as a
2 Participating Class Member and/or PAGA Member.

3 1.15 “Final Approval” means the determination by the Court that the Settlement is fair,
4 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

5 1.16 “Final Approval Date” means the date on which the Court enters Final Approval.

6 1.17 “Final Approval Hearing” means a hearing set by the Court, to take place on a date
7 established by the Court, for the purpose of (i) determining the fairness, adequacy, and
8 reasonableness of the terms and conditions of this Stipulation; (ii) determining the amount of the
9 award of Attorneys’ Fees and Costs to Class Counsel; (iii) determining the amount of the
10 Enhancement Award to the Class Representative; and (iv) entering the Final Approval Order and
11 Judgment.

12 1.18 “Final Approval Order and Judgment” means the order and judgment to be entered
13 by the Court upon granting Final Approval of the Settlement and this Stipulation as binding upon
14 the Parties and the Participating Class Members.

15 1.19 “Gross Settlement Amount” shall mean the amount of \$140,000.00 that Defendants
16 will pay in settlement of this matter. The Gross Settlement Amount includes all awards of
17 Attorneys’ Fees and Costs to be paid to Class Counsel, Settlement Administration Costs to be paid
18 to the Settlement Administrator, Enhancement Award to be paid to the Class Representative, the
19 PAGA Payment to be paid to the PAGA Members and the LWDA, and Net Settlement Amount to
20 be paid to the Participating Class Members. The employer-side payroll taxes owed on the wage
21 portions of the Individual Settlement Payments to Participating Class Members shall be paid
22 separately from and in addition to the Gross Settlement Amount.

23 1.20 “Individual PAGA Payment” means the thirty-five percent (35%) portion of the
24 PAGA Payment that a PAGA Member is eligible to receive for the PAGA Settlement.

25 1.21 “Individual Settlement Payment” means the net payment of each Participating Class
26 Member’s *pro rata* share of the Net Settlement Amount based on his or her individual Eligible
27 Workweeks.

28 1.22 “LWDA” means the California Labor and Workforce Development Agency.

1.23 “LWDA PAGA Payment” means the amount of \$4,550.00, i.e., 65% of the PAGA Payment, that the Parties have agreed to pay to the LWDA for the PAGA Settlement.

1.24 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount less the Court-approved PAGA Payment, Attorneys’ Fees and Costs, Settlement Administration Costs, and Enhancement Award.

1.25 “Notice of Settlement” means the document provided to Settlement Class Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**, or a substantially similar notice approved by the Court.

1.26 “Operative Complaint” means the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., to be filed in the Action pursuant to Section 3.1 herein.

1.27 “PAGA” means the California Labor Code Private Attorneys General Act of 2004, section 2698, *et seq.*

1.28 “PAGA Member(s)” means all Settlement Class Members who worked at least one Eligible Pay Period during the PAGA Settlement Period.

1.29 “PAGA Payment” means the payment of \$7,000.00 from the Gross Settlement Amount in settlement of the Released PAGA Claims, with sixty-five percent (65%) of the PAGA Payment distributed as the LWDA PAGA Payment and thirty-five percent (35%) of the PAGA Payment distributed as Individual PAGA Payments to the PAGA Members.

1.30 “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

1.31 “PAGA Settlement Period” means the period from January 6, 2025, through the Preliminary Approval Date.

1.32 “Participating Class Members” means the Settlement Class Members who do not timely request to be excluded from the Class Settlement. No claim form is required for a Settlement Class Member to become a Participating Class Member.

1.33 “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

1.34 “Preliminary Approval Date” means the date the Court enters the Order preliminary approving the Stipulation of Settlement and setting the Final Approval Hearing.

1.35 “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Notice of Settlement by the Settlement Administrator, setting the date of the Final Approval Hearing and granting Preliminary Approval of the Settlement.

1.36 “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”) created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

1.37 “Released Class Claims” means all federal, state and local law claims, rights, demands, liabilities, penalties and causes of action asserted in the Action, or that could have been asserted in the Action, arising from the same facts alleged in the Operative Complaints, accruing during the Class Settlement Period, including, but not limited to, claims for: (1) failure to pay overtime wages (Lab. Code §§ 510 and 1198); (2) failure to provide meal periods or pay premiums in lieu thereof (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (3) failure to provide rest periods or pay premiums in lieu thereof (Lab. Code §§ 204, 223, 226.7 and 1198); (4) failure to pay minimum wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (5) failure to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) failure to timely pay wages during employment (Lab. Code § 204); (7) failure to provide accurate written wage statements (Lab. Code § 226); (8) failure to keep required payroll records (Lab. Code § 1174); (9) failure to reimburse necessary business expenses (Lab. Code §§ 2800 and 2802); and (10) unfair competition (Bus. & Prof. Code §§ 17200 *et seq.*); and all claims for attorneys’ fees and costs and interest and penalties based on the foregoing.

1.38 “Released PAGA Claims” means all claims for civil penalties under PAGA asserted in the Action, or that could have been asserted in the Action, arising from the same facts alleged in the PAGA Notice and Operative Complaint, accruing during the PAGA Settlement Period, including, but not limited to, claims for: (1) failure to pay overtime wages (Lab. Code §§ 510 and 1198); (2) failure to provide meal periods or pay premiums in lieu thereof (Lab. Code §§ 204, 223,

226.7, 512 and 1198); (3) failure to provide rest periods or pay premiums in lieu thereof (Lab. Code §§ 204, 223, 226.7 and 1198); (4) failure to pay minimum wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (5) failure to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) failure to timely pay wages during employment (Lab. Code § 204); (7) failure to provide accurate written wage statements (Lab. Code § 226); and (8) failure to keep required payroll records (Lab. Code § 1174); (9) failure to reimburse necessary business expenses (Lab. Code §§ 2800 and 2802).

1.39 “Released Parties” means Defendants and all affiliated parties and entities, including all past and present affiliates, parents, subsidiaries, predecessors, owners, members, successors, shareholders, divisions, insurers, counsel, and each of these entities’ respective past and present directors, officers, employees, partners, shareholders, members and representatives.

1.40 “Response Deadline” means sixty (60) calendar days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members. It shall be the last date on which Settlement Class Members may: (a) postmark any Opt-Out Request from Class Settlement, (b) postmark any Objection to the Class Settlement, and (c) postmark any disputes to Eligible Workweeks and/or Eligible Pay Periods. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be extended by fourteen (14) calendar days from the initial Response Deadline.

1.41 “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement in accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

1.42 “Settlement Administrator” means Apex Class Action Administration, an independent third-party class action settlement administrator agreed to by the Parties, who shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court.

1.43 “Settlement Class” or “Settlement Class Members” means all Drivers who performed work for Defendants in the below listed positions in California during the Class Settlement Period. “Drivers” includes individuals with the following job titles: Customer Service Representative (CSR), Customer Service Representative (CSR)-C, Customer Service Representative (CSR)-H, Lead CSR, Relief CSR, Route Delivery Driver, Route Sales-Commission, Route Sales-Commission (K), Route Sales-Support, Shuttle Driver, and Shuttle Driver-Commercial Drivers’ License.

2. **RECITALS**

2.1 **Background and Procedural History**

2.1.1 On May 23, 2022, Plaintiff filed a Class Action Complaint for Damages (“Complaint”), thereby commencing the action entitled *Jamal Gamble v. AmeriPride Services, Inc.*, Sacramento County Superior Court Case No. 34-2022-00320558-CU-OE-GDS (i.e., Action), alleging causes of action for (1) violation of California Labor Code §§ 510, 1194, and 1198 (failure to pay regular and overtime wages); (2) violation of California Labor Code §§ 226.7 and 512(a) (failure to provide complaint meal periods or pay premium compensation in lieu thereof); (3) violation of California Labor Code § 226.7 (failure to provide compliant rest periods or pay premium compensation in lieu thereof); (4) violation of California Labor Code §§ 1194, 1197 and 1197.1 (failure to pay minimum wages); (5) violation of California Labor Code §§ 201-203 (failure to pay wages timely upon termination); (6) violation of California Labor Code § 204 (failure to timely pay wages during employment); (7) violation of California Labor Code § 226(a) (failure to provide accurate itemized wage statements); (8) violation of California Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (failure to reimburse necessary business expenses); and (10) violations of California Business & Professions Code §§ 17200, *et seq.*

2.1.2 On July 20, 2022, Defendants filed an Answer to the Complaint with a general denial.

1 2.1.3 On January 6, 2026, Plaintiff provided notice by electronic upload to the
2 LWDA and written notice by certified mail to Defendants of his intent to pursue civil penalties
3 under PAGA for alleged violations of the California Labor Code (“PAGA Notice”).

4 2.1.4 Following extensive formal discovery, including written discovery and
5 Plaintiff’s deposition, the Parties entered into protracted negotiations and eventually reached a
6 settlement in principle.

7 **2.2 Benefits of Settlement**

8 2.2.1 Based on their own independent investigations and evaluations, Class
9 Counsel is of the opinion that the Settlement with Defendants for the consideration and terms set
10 forth herein is fair, reasonable, and adequate in light of all known facts and circumstances, and is
11 in the best interests of the Settlement Class. Class Counsel is also of the opinion that the total
12 consideration and payment set forth in this Stipulation of Settlement is adequate in light of the
13 uncertainties surrounding the risk of further litigation, the possibility of losing class certification,
14 the possibility that the PAGA claim could be deemed unmanageable, and the defenses that
15 Defendants have asserted and/or could assert as to the substantive merit of the claims.

16 2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to the
17 Settlement Class against the expenses and length of continued proceedings that would be necessary
18 to prosecute the Action against Defendants through class certification, through manageability
19 motions, summary judgment, trial and possible appeals. Class Counsel has also taken into account
20 the uncertain outcome and risk of any litigation, especially in complex actions such as class and
21 representative actions, as well as the difficulties and delay inherent in such litigation. As a result,
22 Class Counsel has determined that the settlement set forth in this Stipulation of Settlement is in the
23 best interests of the Settlement Class.

24 2.2.3 Defendants and the Released Parties specifically and generally deny any and
25 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
26 admissions of liability of any sort, and contend that for any purpose other than Settlement, the
27 Action is not appropriate for class or representative action treatment. Nonetheless, Defendants have
28 concluded that further conduct of the Action would be protracted, distracting, and expensive, and

1 that it is desirable that the Action be fully and finally settled in the manner and upon the terms and
2 conditions set forth in this Stipulation. Defendants have also taken into account the uncertainty and
3 risks inherent in any litigation. Defendants have therefore determined that it is desirable and
4 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in this
5 Stipulation.

6 2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it, nor
7 any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an
8 admission by Defendants of any fault, wrongdoing, or liability whatsoever. Nor should the
9 Stipulation of Settlement be construed as an admission that Plaintiff could meet any of the class
10 action requirements or that any PAGA claim would be manageable. There has been no final
11 determination by any court as to the merits of the claims asserted by Plaintiff against Defendants,
12 as to whether a class action should be certified, or that any PAGA claim is manageable.

13 3. **SETTLEMENT TERMS**

14 3.1 **Amendment of the Pleadings for Settlement.** Following execution of this
15 Stipulation, the Parties will stipulate to the filing of an amended complaint, the First Amended
16 Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act,
17 California Labor Code § 2698, Et Seq., that adds a claim for civil penalties under PAGA. In the
18 event that the Settlement is not approved or for whatever reason does not become effective, the
19 First Amended Complaint will be stricken and the original Complaint will be the operative
20 pleading.

21 3.2 **Conditional Class Certification.** The Parties stipulate, for settlement purposes
22 only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does not
23 approve this Stipulation, fails to enter Final Approval, or if this Stipulation is terminated for any
24 other reason, the Settlement Class will be decertified and Defendants shall, and hereby do, retain
25 the right to dispute the appropriateness of class certification.

26 3.3 **Gross Settlement Amount.**

27 3.3.1 Gross Settlement Amount: Defendants shall pay a non-reversionary amount
28 not to exceed One Hundred and Forty Thousand Dollars and Zero Cents (\$140,000.00) as the Gross

1 Settlement Amount to resolve the Action on a class and representative basis. The Gross Settlement
2 Amount shall be used to pay, as approved by the Court, Attorneys' Fees and Costs to Class Counsel,
3 Enhancement Award to Plaintiff, Settlement Administration Costs to the Settlement Administrator,
4 PAGA Payment to the LWDA and PAGA Members, and the Individual Settlement Payments to
5 the Participating Class Members. Notwithstanding the foregoing, in addition to the Gross
6 Settlement Amount, Defendants will pay the employer's portion of payroll taxes, including FICA
7 and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid wages.

8 3.3.2 Increase of Gross Settlement Amount or Truncation of Class Settlement
9 Period: Defendants identified approximately 22,000 Eligible Workweeks in the Class Settlement
10 Period. In the event that the actual number of Eligible Workweeks in the Class Settlement Period
11 exceeds 22,000 by more than 10% (i.e., more than 24,200 total Eligible Workweeks), then at
12 Defendants' option in its sole discretion, either (a) the Gross Settlement Amount shall increase by
13 the same number of percentage points above 10% that the actual number of Eligible Workweeks
14 exceeds the 22,000 estimate (e.g., if the actual workweeks during the Class Settlement Period are
15 24,420, which is 11% greater than the estimated number of Eligible Workweeks, then the Gross
16 Settlement Amount will increase by 1% to \$141,400); or (b) the Class Settlement Period shall end
17 as of the date the Eligible Workweeks during the Class Settlement Period reach 24,200 Eligible
18 Workweeks ("Alternate End Date").

19 3.4 **Allocation of Gross Settlement Amount**

20 3.4.1 Class Representative Enhancement Award: The Class Representative
21 Enhancement Award, which is in addition to the Class Representative's Individual Settlement
22 Payment and Individual PAGA Payment, will, subject to Court approval, be paid out of the Gross
23 Settlement Amount and will not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) for his
24 service and assistance to the Settlement Class. Any amount of the Class Representative
25 Enhancement Award that is not awarded by the Court shall be added to the Net Settlement Amount
26 for the benefit of Participating Class Members.

27 3.4.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court, , for an
28 award of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount

(i.e., \$46,666.67), and will seek an award for reimbursement of Class Counsel's out-of-pocket reasonable litigation costs and expenses incurred in the Action up to an additional \$10,000.00, to be paid out of the Gross Settlement Amount. Defendants reserve the right to challenge Class Counsel's request for Attorneys' Fees and Costs if the requests exceed the parameters established by this Stipulation. The Settlement Administrator shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section. Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on the fees and costs award. Any amount of Class Counsel's requested Attorneys' Fees and Costs that are not awarded by the Court shall be added to the Net Settlement Amount for the benefit of Participating Class Members. Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Settlement Class, Settlement Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Defendants or the Released Parties except as expressly provided herein.

3.4.3 Settlement Administration Costs: The Settlement Administration Costs incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Under no circumstances will Defendants be required to contribute additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of administering the Settlement, including all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement Class Members; all costs and fees associated with communicating with Settlement Class Members, Class Counsel, and Defendants' Counsel; all costs and fees associated with computing, processing, reviewing, and paying the payments due under this Stipulation, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes, making related payment to federal and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees associated with

1 preparing any tax returns and any other filings required by any governmental taxing authority or
2 agency; all costs and fees associated with preparing any other notices, reports, or filings to be
3 prepared in the course of administering payments due under this Stipulation; and any other costs
4 and fees incurred and/or charged by the Settlement Administrator in connection with the execution
5 of its duties under this Stipulation. Any amount of Settlement Administration Costs that is not
6 awarded by the Court shall be added to the Net Settlement Amount for the benefit of Participating
7 Class Members.

8 3.4.4 Individual Settlement Payments to Participating Class Members: Each
9 Participating Class Member will be entitled to receive an Individual Settlement Payment, which
10 will be paid out of the Net Settlement Amount. The amount of each Individual Settlement Payment
11 will be calculated on a *pro rata* basis, based on the Eligible Workweeks for each Participating Class
12 Member using the following formula: Individual Settlement Payment = individual Eligible
13 Workweeks ÷ all Participating Class Members' Eligible Workweeks × Net Settlement Amount.
14 There is no need for a Settlement Class Member to submit a claim form in order to be eligible for
15 and to receive an Individual Settlement Payment. The Parties recognize that the Individual
16 Settlement Payments to be paid to Participating Class Members reflect settlement of a dispute over
17 claimed wages, interest, penalties, and other alleged damages.

18 3.4.5 PAGA Payment: A total amount of Seven Thousand Dollars and Zero
19 Cents(\$7,000.00) from the Gross Settlement Amount will be allocated as the PAGA Payment to be
20 paid as penalties under PAGA, of which sixty-five percent (65%), or \$4,550.00, will be paid to the
21 LWDA (i.e., LWDA PAGA Payment) and the remaining thirty-five (35%), or \$2,450.00, shall be
22 distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA
23 Payment not approved by the Court shall be added to the Net Settlement Amount for the benefit of
24 Participating Class Members and any additional amount ordered by the Court shall be paid from
25 the Gross Settlement Amount. The thirty-five percent (35%) share of the PAGA Payment to be
26 distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on
27 a *pro rata* share based each PAGA Member's Eligible Pay Periods.

28 **3.5 Taxation**

1 3.5.1 Tax Treatment of Individual Settlement Payments. All Individual Settlement
2 Payments to Participating Class Members shall be allocated as follows for tax purposes: thirty-three
3 percent (33%) of each Individual Settlement Payment reflects compromise of claims for alleged
4 unpaid wages; sixty-seven percent (67%) of each Individual Settlement Payment reflects
5 compromise of a claim for interest and penalties. The portion of the Individual Settlement Payment
6 attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax
7 withholdings (for the employee portion only), and will be reported on an IRS Form W-2 to the
8 extent required by law. The Settlement Administrator shall make appropriate tax withholdings from
9 the portion of each Individual Settlement Payment designated as unpaid wages and shall pay the
10 employer portion of payroll taxes with funds separate from the Gross Settlement Amount to be
11 furnished by Defendants. Participating Class Members will be responsible for paying all other taxes
12 due on their Individual Settlement Payments. Other than as set forth above, the Settlement
13 Administrator will not make any deductions, withholdings, or additional payments, including
14 without limitation, medical or other insurance payments or premiums, employee 401(k)
15 contributions or matching employer contributions, wage garnishments to the extent permitted by
16 law, or charity withholdings, from or with respect to the Individual Settlement Payments, and entry
17 of the Final Approval Order and Judgment by the Court shall be deemed authority not to make any
18 such deductions, withholdings, or additional payments.

19 3.5.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA
20 Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required by law.
21 PAGA Members will be responsible for paying all taxes due on their Individual PAGA Payments.
22 The Settlement Administrator will not make any deductions, withholdings, or additional payments,
23 including without limitation, medical or other insurance payments or premiums, employee 401(k)
24 contributions or matching employer contributions, wage garnishments to the extent permitted by
25 law, or charity withholdings, from or with respect to the Individual PAGA Payments.

26 3.5.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of this
27 section, the “acknowledging party” and each Party to this Stipulation other than the acknowledging
28 party, an “other party”) acknowledges and agrees that (1) no provision of this Stipulation, and no

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

14 **3.6 No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
15 under the Settlement will modify any previously credited hours or service under any employee
16 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not
17 form the basis for additional contributions to, benefits under, or any other monetary entitlement
18 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments
19 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going
20 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of
21 the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the
22 right to modify the language of their benefit plans, policies and bonus programs to effectuate this
23 intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours
24 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable
25 plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other
26 purpose, and that additional contributions or benefits are not required by this Stipulation of
27 Settlement.

1 3.7 **Releases**

2 3.7.1 Class Representative's Release. Upon Final Approval, the Class
3 Representative shall be deemed to have fully, finally, and forever released the Released Parties
4 from all Class Representative's Released Claims through the Final Approval Date. The Class
5 Representative may hereafter discover claims or facts in addition to, or different from, those which
6 he now knows or believes to exist, but Class Representative expressly agrees to fully, finally and
7 forever settle and release any and all claims against the Released Parties, known or unknown,
8 suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of
9 execution of this Stipulation. The Class Representative shall be deemed to have expressly waived
10 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may
11 otherwise have had relating to the Class Representative's Released Claims pursuant to Section 1542
12 of the California Civil Code, which provides as follows:

13 **A general release does not extend to claims that the creditor or**
14 **releasing party does not know or suspect to exist in his or her**
15 **favor at the time of executing the release and that, if known by**
16 **him or her, would have materially affected his or her settlement**
17 **with the debtor or released party.**

18 Notwithstanding the foregoing, Class Representative does not waive or release any claim which
19 cannot be waived or released by private agreement or law. Further, nothing in this Stipulation shall
20 prevent Class Representative from filing a charge or complaint with, or from participating in, an
21 investigation or proceeding conducted by the United States Security and Exchange Commission
22 ("SEC"), the Occupational Safety and Health Administration ("OSHA"), the United States Equal
23 Employment Opportunity Commission ("EEOC"), the California Civil Rights Department
24 ("CRD"), formerly known as the Department of Fair Employment and Housing ("DFEH"), the
25 National Labor Relations Board ("NLRB") or any other federal, state or local agency charged with
26 the enforcement of any employment or other applicable laws. Class Representative, however,
27 understands that by signing this Stipulation, he waives the right to recover any damages or to
28 receive other relief in any claim or suit brought by or through the EEOC, the CRD/DFEH or any

1 other state or local deferral agency on their behalf to the fullest extent permitted by law, but
2 expressly excluding any monetary award or other relief available from the SEC/OSHA, including
3 an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

4 3.7.2 Participating Class Members' Released Class Claims. As of the Effective
5 Date, all Participating Class Members fully and finally release the Released Parties from the
6 Released Class Claims that arose during the Class Settlement Period.

7 3.7.3 PAGA Members' Released PAGA Claims. As of the Effective Date,
8 Plaintiff, as representative of the State of California, on behalf of the LWDA and as representative
9 of the PAGA Members, fully and finally releases the Released Parties from the Released PAGA
10 Claims for the PAGA Settlement Period.

11 4. **APPROVAL OF SETTLEMENT, NOTICE TO SETTLEMENT CLASS AND** 12 **ADMINISTRATION**

13 4.1 **Preliminary Approval**

14 4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and
15 exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the
16 motion for preliminary approval and supporting papers for the Court, subject to Defendants' prior
17 review and approval. Plaintiff will provide the motion for preliminary approval and supporting
18 papers to Defendants for their review and approval at least seven (7) calendar days before filing.
19 In the event that any party is required to file supplemental papers in support of settlement approval,
20 the submitting party will provide the draft supplemental papers to the other party for its review and
21 approval at least seven (7) calendar days before filing to the extent feasible.

22 4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing of
23 the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to the
24 LWDA.

25 4.1.3 The Court's preliminary approval of this Settlement shall be embodied in an
26 order certifying the Class for settlement purposes only, preliminarily approving the Settlement and
27 providing for Notice of Settlement to be mailed to the Class in materially the same format attached
28 hereto as **Exhibit 1**, and setting the date for the Final Approval Hearing. The Notice of Settlement

1 shall advise Settlement Class Members of their options, which includes filing an Opt-Out Request
2 to the Class Settlement; filing an objection to the Class Settlement and receiving an Individual
3 Settlement Payment and an Individual PAGA Payment (if applicable); or taking no action and
4 receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable).

5 4.2 **Notice**

6 4.2.1 Delivery of Class Data: No later than twenty-one (21) calendar days after
7 the Preliminary Approval Date, Defendants shall provide the Class Data to the Settlement
8 Administrator. The Settlement Administrator shall maintain the Class Data, and all data contained
9 within the Class Data, as private and confidential and shall not disclose such data to any persons or
10 entities, unless otherwise required by law. The information in the Class Data is being supplied
11 solely for purposes of the administration of the settlement and cannot be used by the Settlement
12 Administrator or any agent or representative of the Settlement Administrator for any other purpose.
13 Upon receipt of the Class Data, the Settlement Administrator shall check with the U.S. Postal
14 Service National Change of Address Database and update any addresses for the Settlement Class
15 Members.

16 4.2.2 Notice By First-Class Mail. Within fourteen (14) calendar days of the receipt
17 of the Class Data, the Settlement Administrator will send via United States first class mail the
18 Notice of Settlement to the Settlement Class Members. If any Notice of Settlement is returned to
19 the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace
20 using that Settlement Class Member's Social Security Number within three (3) court days of
21 receiving the undeliverable notice in an effort to attempt to ascertain the current address of the
22 Settlement Class Member. If such an address(es) is ascertained, the Settlement Administrator shall
23 re-mail the Notice of Settlement within three (3) court days of obtaining the skip-trace results. If
24 alternative addresses are obtained for a Settlement Class Member, the Settlement Administrator
25 shall send the Notice of Settlement to up to two (2) alternative addresses.

26 4.3 **Opt-Out Requests**

27 4.3.1 Settlement Class Members, except for the Class Representative, will have
28 until the Response Deadline within which to opt out of the Class Settlement; however, exercising

1 this option has no effect on the PAGA Settlement. PAGA Members will be mailed an Individual
2 PAGA Payment and be bound by the release of the Released PAGA Claims regardless of whether
3 they opt out of the Class Settlement. Settlement Class Members who want to opt out must timely
4 submit a signed and dated written request to be excluded from the Class Settlement to the
5 Settlement Administrator (“Opt-Out Request”). The Opt-Out Request must be postmarked on or
6 before the Response Deadline, include the case name and number of the Action, the Settlement
7 Class Member’s full-name, mailing address, and last four of their Social Security Number, must be
8 signed by the Settlement Class Member, and must reasonably communicate the Settlement Class
9 Member’s election to be excluded from the Class Settlement.

10 4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out
11 Request shall be deemed a Participating Class Member and bound by this Settlement including the
12 Participating Class Members’ Released Class Claims. Settlement Class Members who timely
13 submit an executed Opt-Out Request will not be bound by the Released Class Claims and will not
14 receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement Class
15 Members of their ability to opt-out of the Class Settlement and of the consequences thereof, and
16 further inform them that they cannot opt out of the PAGA Settlement. Neither the Parties nor any
17 of their counsel will solicit any Settlement Class Member to submit an Opt-Out Request.

18 4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an
19 objection to the Class Settlement within the Response Deadline, then the Opt-Out Request will be
20 deemed valid and the objection invalid and the individual will not be deemed a Participating Class
21 Member.

22 4.4 **Objections.** Participating Class Members, except for the Class Representative, may
23 object to the Class Settlement in person or remotely at the Final Approval Hearing and/or in writing
24 to the Settlement Administrator. Participating Class Members, except for the Class Representative,
25 will have until the Response Deadline to submit a written objection to the Settlement Administrator.
26 Only Settlement Class Members who have not submitted an Opt-Out Request (i.e., Participating
27 Class Members) may object to the Class Settlement. The written objection should be mailed to the
28 Settlement Administrator and must include: the case number and name of the Action, the

1 Participating Class Member's full-name and mailing address, the reason(s) why the Participating
2 Class Member objects to the Class Settlement, and attach any documents upon which the objection
3 is based ("Objection"). The Parties and their counsel agree that they will not solicit, encourage,
4 counsel or advise any individual to object to the Class Settlement.

5 **4.5 Disputes to Eligible Workweeks and Eligible Pay Periods.** Participating Class
6 Members and PAGA Members may submit a dispute to the number of Eligible Workweeks and/or
7 Eligible Pay Periods if they believe they worked for more Eligible Workweeks or Eligible Pay
8 Periods during the Class Settlement Period or PAGA Settlement Period than stated on their Notice
9 of Settlement. Participating Class Members and PAGA Members may do this by submitting
10 information to the Settlement Administrator in writing no later than the Response Deadline. The
11 Settlement Administrator will jointly work with Class Counsel and Defendants' Counsel to resolve
12 the dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay
13 Periods to be credited to that Participating Class Member or PAGA Member, the Court shall make
14 the final decision based on the information presented by the Class Member or the PAGA Member
15 and the Parties.

16 **4.6 Certification Reports by the Settlement Administrator.** The Settlement
17 Administrator will, on a weekly basis during and for a reasonable period following distribution of
18 the Notice of Settlement, provide updates to Class Counsel and Defendants' Counsel as to the
19 number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written
20 Objections, and (iii) disputes to Eligible Workweeks or Eligible Pay Period. Copies of all Opt-Out
21 Requests, Objections, and disputes shall be provided to the Parties' counsel within two (2) court
22 days of receipt by the Settlement Administrator. To the extent practicable, the weekly updates shall
23 also provide updated data on the extent of Notices of Settlement that are returned undeliverable and
24 any re-mailing efforts. The Settlement Administrator will provide the Parties with a declaration
25 setting forth the results of the settlement administration no later than five (5) court days after the
26 end of the Response Deadline. The Settlement Administrator will provide a draft declaration for
27 review and comment prior to finalizing it.
28

1 **4.7 Nullification of Settlement.** Defendants shall have the sole right to void and
2 withdraw from this Settlement if at any time prior to the Final Approval Date: (a) three percent
3 (3%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; (b) the
4 Settlement is construed in such a fashion that Defendants would be required to pay more than the
5 Gross Settlement Amount, exclusive of Defendants' share of the employer payroll taxes; (c) the
6 Court does not certify the Settlement Class, or does not certify a class releasing all of the Released
7 Class Claims defined in this Stipulation, or does not approve the PAGA Settlement including the
8 release of the Released PAGA Claims, or otherwise makes an order inconsistent with any of the
9 material terms (as determined by Defendants) of this Settlement; (d) any pending litigation or
10 litigation filed prior to the Final Approval Date in any way prevents the Settlement from being
11 preliminarily or finally approved by the Court; or (e) Plaintiff or Class Counsel materially breach
12 the Settlement.

13 **4.8 Final Approval and Entry of Final Judgment**

14 4.8.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry
15 of the Final Approval Order and Judgment: (a) certifying the Settlement Class for Settlement
16 purposes only, (b) finding the Settlement fair, reasonable, adequate, and in the best interests of the
17 Participating Class Members, (c) approving the PAGA Payment to the LWDA and the PAGA
18 Members; (d) approving Class Counsel's application for an award of Attorneys' Fees and Costs,
19 (e) approving the Class Representative's application for an Enhancement Award, (f) approving the
20 payment of reasonable Settlement Administration Costs to the Settlement Administrator, and (g)
21 releasing and barring any further Released Class Claims by Participating Class Members and
22 Released PAGA Claims by or on behalf of the PAGA Members. Plaintiff will provide the motion
23 for final approval and supporting papers to Defendants' Counsel for its review and approval at least
24 seven (7) calendar days before filing. In the event that any party is required to file supplemental
25 papers in support of settlement approval, the submitting party will provide the draft supplemental
26 papers to the other party for its review and approval at least seven (7) calendar days before filing
27 to the extent feasible. The Parties and their respective counsel shall make all reasonable efforts to
28 secure entry of the Final Approval Order and Judgment. The proposed Final Approval Order and

1 Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed
2 by the Court.

3 4.8.2 Class Representative and Class Counsel shall be responsible for justifying
4 the amount of the Enhancement Award and Attorneys' Fees and Costs to the Court, and they agree
5 to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any
6 appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than
7 the amount requested for the Enhancement Award for the Class Representative, only the awarded
8 amounts shall be paid and shall constitute satisfaction of the obligations of Defendants under this
9 Stipulation.

10 4.8.3 If an appeal results in an order materially modifying, setting aside, or
11 vacating any portion of the Stipulation, with the exception of any modification of the amount of
12 Attorneys' Fees and Costs to be paid to Class Counsel, or the amount of the Enhancement Award
13 paid to the Class Representative, each party adversely impacted by the order shall have the right to
14 treat such order as an event preventing Final Approval. To exercise this right, the party must inform
15 the other party and the Settlement Administrator, in writing, of the exercise of this right, within ten
16 (10) calendar days of receiving notice of any order modifying, setting aside, or vacating any portion
17 of the Stipulation. Before any Party elects to exercise its right to treat such order as an event
18 permanently preventing Final Approval, that Party must meet and confer in good faith with the
19 other Party to determine if an agreement can be reached modifying this Settlement to the mutual
20 satisfaction of the Parties.

21 4.8.4 If the Final Approval does not occur, or if this Stipulation is terminated or
22 canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to
23 their respective status as of the date and time immediately prior to the execution of this Stipulation.
24 In such an event, if the Stipulation is not approved by the Court substantially in the form agreed to
25 by the Parties, or if the Settlement set forth in the Stipulation is terminated, cancelled, declared
26 void, or fails to become effective in accordance with its terms, or if the judgment does not become
27 final, or if the Final Approval Date does not occur, this Stipulation (except for those provisions
28 relating to non-admission, denial of liability set forth herein, and the confidentiality agreements

1 entered into by the Parties) shall be deemed null and void, its terms and provisions shall have no
2 further force and effect and shall not be used in this Action or in any other proceeding for any
3 purpose, and any judgment or order entered by the Court in accordance with the terms of the
4 Stipulation shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this
5 Stipulation, no order of the Court, or modification or reversal on appeal of any order of the Court,
6 reducing the amount of any Attorneys' Fees and Costs to be paid by Defendants to Class Counsel,
7 or reducing the amount of the Enhancement Award paid to the Class Representative, shall constitute
8 grounds for cancellation or termination of the Stipulation, or grounds for limiting any other
9 provision of the Judgment.

10 **4.9 Funding and Distribution of the Settlement Proceeds**

11 4.9.1 Within twenty-one (21) calendar days after the Effective Date or within
12 seven (7) calendar days of the Settlement Administrator providing all information necessary for
13 Defendants to transfer funds to the Qualified Settlement Fund, whichever is later, Defendants shall
14 pay the Gross Settlement Amount, plus the amount sufficient to pay the employer's portion of
15 payroll taxes, into the Qualified Settlement Fund set up, held, and controlled by the Settlement
16 Administrator.

17 4.9.2 Within fifteen (15) calendar days after Defendants fund the Qualified
18 Settlement Fund with the Gross Settlement Amount, along with the employer's portion of payroll
19 taxes, the Settlement Administrator shall issue payments due under the Settlement and approved
20 by the Court, as follows: (a) Individual Settlement Payments to Participating Class Members, (b)
21 Individual PAGA Payments to the PAGA Members, (c) LWDA PAGA Payment to the LWDA, (d)
22 Attorneys' Fees and Costs to Class Counsel, (e) Enhancement Award to the Class Representative,
23 and (f) Settlement Administration Costs to itself (the Settlement Administrator).

24 4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of
25 all distributions from the Qualified Settlement Fund and upon completion of administration of that
26 portion of the Settlement, the Settlement Administrator shall provide written certification, under
27 penalty of perjury, of such completion to the Court and counsel for all Parties.
28

1 4.9.4 Upon completion of administration of the Settlement, the Settlement
2 Administrator shall provide written certification, under penalty of perjury, of such completion to
3 the Court, Class Counsel and Defendants' Counsel.

4 **4.10 Uncashed Checks.** Individual Settlement Payment checks and Individual PAGA
5 Payment checks shall remain negotiable for one hundred and eighty (180) calendar days from the
6 date of mailing. After the one hundred and eighty (180) calendar days has expired, the Settlement
7 Administrator shall void the uncashed settlement checks and the amount of the uncashed settlement
8 payments shall be transmitted to the California State Controller's Unclaimed Property Fund as
9 unclaimed property pursuant to the California Unclaimed Property Law for the benefit of the
10 Participating Class Members and PAGA Members who did not cash the settlement checks until
11 such time that they claim their property. Even if a Participating Class Member or PAGA Member
12 does not cash or deposit his or her settlement payment check(s) within one-hundred eighty (180)
13 calendar days of issuance, the Stipulation of Settlement, including its release, will be binding on
14 that Participating Class Member or PAGA Member. The Parties agree that this disposition results
15 in no "unpaid residue," as the entire Net Settlement Amount will be paid out to Participating Class
16 Members regardless of whether they timely cash their Individual Settlement Payment and/or
17 Individual PAGA Payment.

18 **5. MISCELLANEOUS PROVISIONS**

19 **5.1 This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
20 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
21 Settlement in arms-length negotiations, taking into account all relevant factors, present and
22 potential.

23 **5.2 Invalidity of Any Provision.** Before declaring any provision of this Stipulation
24 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
25 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
26 enforceable. Should the Court deem any clause or provision of this Stipulation be invalid, illegal,
27 or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid,
28 lawful, and enforceable.

1 5.3 **No Admission.** Neither the acceptance nor the performance by Defendants of the
2 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed
3 to be, construed as, or deemed to be, an admission by Defendants of the truth of any of the
4 allegations in the Complaint, the representative character of the Action, the validity of any of the
5 claims that were or could have been asserted by Plaintiff, Settlement Class Members and/or PAGA
6 Members in the Action, or of any liability or guilt of Defendants or the Released Parties in the
7 Action. Nothing in this Stipulation shall be construed to be or deemed an admission by Defendants
8 of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class
9 Members, or any other person, and Defendants specifically disclaim any liability, culpability,
10 negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, PAGA Members and
11 any other person. Each of the Parties has entered into this Stipulation with the intention to avoid
12 further disputes and litigation with the attendant inconvenience, expenses, and contingencies.

13 5.4 **Cooperation.** The Parties agree to cooperate fully with one another to accomplish
14 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
15 execution of such other documents and the taking of such other action as may reasonably be
16 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise
17 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that
18 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
19 forth herein.

20 5.5 **Privacy of Documents and Information.** Plaintiff and Class Counsel agree that
21 none of the documents and information provided to them by Defendants in connection with the
22 Action and this Settlement shall be used for any purpose (including on any mailing lists or in any
23 other litigation) other than this Settlement of the Action.

24 5.6 **Notices.** Unless otherwise specifically provided herein, all notices, demands, or
25 other communications given hereunder shall be in writing and shall be deemed to have been duly
26 given as of the third business day after mailing by United States certified mail, return receipt
27 requested, addressed as follows:
28

1 **To the Class Counsel:**

2 Shaun Setareh
3 Roger Ricardez
4 Setareh Law Group
5 9665 Wilshire Boulevard, Suite 430
6 Beverly Hills, California 90212

7 Joanna Ghosh
8 Yasmin Hosseini
9 Selena Matavosian
10 Maria Halwadjian
11 Lawyers *for* Justice, PC
12 450 North Brand Blvd., Suite 900
13 Glendale, California 91203

14 **To Defendants' Counsel:**

15 Eric Meckley
16 Sarah Zenewicz
17 Morgan, Lewis & Bockius LLP
18 600 Montgomery Street, Suite 2300
19 San Francisco, California 94111-2725

20 Claire M. Lesikar
21 Morgan, Lewis & Bockius LLP
22 1301 Second Avenue, Suite 3000
23 Seattle, WA 98101

24 5.7 **Drafting.** The Parties hereto agree that the terms and conditions of this Stipulation
25 of Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and
26 that this Stipulation shall not be construed in favor of or against any party by reason of the extent
27 to which any party or its counsel participated in the drafting of this Stipulation.

28 5.8 **Publicity.** Neither Plaintiff nor Class Counsel shall issue any press release or
 announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree
 that, prior to filing a motion for preliminary approval of the settlement, they will keep the terms of
 the settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff
 understands that prior to the filing of a motion for preliminary approval, the Settlement is
 confidential and agrees to keep it confidential. From and after preliminary approval of the
 settlement, Plaintiff and Class Counsel may: (1) as required by law; (2) as required under the terms
 of the settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel,
 communicate regarding the specific terms of the Settlement. In all other cases, Plaintiff and Class

1 Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written
2 or electronic (including the world wide web), to say the class action has been resolved and that
3 Plaintiff and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is
4 intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties
5 as Class Counsel, including but not limited to, communicating with Settlement Class Members and
6 PAGA Members regarding the Settlement, and nothing shall prohibit Class Counsel from referring
7 to the Settlement in adequacy of counsel declarations or related court filings.

8 **5.9 No Exclusion by Class Representative.** The Class Representative, by signing this
9 Stipulation, is bound by the terms herein and further agrees not to request to be excluded from the
10 Class Settlement and not to object to any terms of this Stipulation. Any such request for exclusion
11 or objection shall therefore be void and of no force or effect. Defendants, Class Counsel, and the
12 Class Representative waive their rights to file an appeal, writ, or any challenge whatsoever to the
13 Final Approval Order and Judgment or to the terms of this Stipulation, and such waiver includes
14 the right to appeal any award or reduction in the awards of Attorneys' Fees and Costs or the
15 Enhancement Award. However, either Party may appeal in the event an objector's objection is
16 upheld by the trial court.

17 **5.10 Computation of Time.** If the prescribed time period in which to complete the
18 required or permitted action expires on a Saturday, Sunday or federal holiday, such time period
19 shall be continued to the following business day.

20 **5.11 Modification.** This Stipulation may not be changed, altered, or modified, except in
21 writing signed by counsel for the Parties hereto and approved by the Court. This Stipulation may
22 not be discharged except by performance in accordance with its terms or by a writing used by the
23 Parties hereto.

24 **5.12 Binding on Successors.** This Stipulation shall be binding upon and inure to the
25 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
26 successors, and assigns.

27 **5.13 Execution in Counterparts.** This Stipulation shall become effective upon its
28 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and

1 execution of counterparts shall have the same force and effect as if all Parties had signed the same
2 instrument.

3 5.14 **Jurisdiction.** The Court shall retain jurisdiction with respect to the implementation
4 and enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of
5 the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.
6 Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

7 5.15 **Headings.** Paragraph titles or captions contained in the Stipulation are inserted as a
8 matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
9 of this Stipulation, or any provision thereof.

10 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
11 their duly authorized attorneys, as of the day and year herein set forth.

12 **AGREED AND UNDERSTOOD.**

13
14 Dated: _____, 2026

Jamal Gamble

15
16 AMERIPRIDE SERVICES, LLC

17 Dated: _____, 2026

Full Name:

Title:

18
19
20 **APPROVED AS TO FORM:**

SETAREH LAW GROUP

21
22 Dated: 8/4/2026, 2026

By:  ID Pttbtra3ZQEPFTxG4xvzSgLk

Shaun Setareh

Roger Ricardez

Victoria Mas

Attorneys for Plaintiff Jamal Gamble

execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

5.14 Jurisdiction. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

5.15 Headings. Paragraph titles or captions contained in the Stipulation are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation, or any provision thereof.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

AGREED AND UNDERSTOOD.

07/30/2026

Dated: _____, 2026

Electronically Signed: 2026-07-31 01:14:23 UTC - 172.59.50.109
Nintex AssureSign® 32065c29-2143-4885-ad3-b4970116dc9

Jamal Gamble

AMERIPRIDE SERVICES, LLC

Dated: August 4, 2026, 2026

Signed by: Steve Friedman
Full Name: Steve Friedman
Title: VP, Employment Practices

APPROVED AS TO FORM:

SETAREH LAW GROUP

Dated: _____, 2026

By: _____
Shaun Setareh
Roger Ricardez
Victoria Mas
Attorneys for Plaintiff Jamal Gamble

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LAWYERS for JUSTICE, PC

Dated: July 31, 2026

By: Maria Halwadjian
Joanna Ghosh

Yasmin Hosseini
Selena Matavosian
Maria Halwadjian
Attorneys for Plaintiff Jamal Gamble

MORGAN, LEWIS & BOCKIUS LLP

Dated: August 4, 2026

Signed by:
By: Sarah Zenewicz
Eric Meckley B83E5C4DF...
Sarah Zenewicz
Claire Lesikar
*Attorneys for Defendants AmeriPride Services, Inc. and
AmeriPride Services, LLC*

EXHIBIT 1

Jamal Gamble v. AmeriPride Services, Inc., et. al.
Sacramento County Superior Court, Case No. 34-2022-00320558-CU-OE-GDS

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF SETTLEMENT

To: Current and former individuals with the following job titles: Customer Service Representative (CSR), Customer Service Representative (CSR)-C, Customer Service Representative (CSR)-H, Lead CSR, Relief CSR, Route Delivery Driver, Route Sales-Commission, Route Sales-Commission (K), Route Sales-Support, Shuttle Driver, and Shuttle Driver-Commercial Drivers' License, who worked for Defendant at any time between March 23, 2018 through and including [Date of Preliminary Approval] (the "Settlement Class").

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the Class Settlement, you may exclude yourself ("opt out") of the Class Settlement. If you exclude yourself from the Class Settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendants about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the Class Settlement, you will still receive a portion of the PAGA Settlement and will be bound by the release of the Released PAGA Claims.
OBJECT IN WRITING OR AT THE HEARING	Write to the Court if you think the Settlement is not fair or appear at the Final Approval hearing to speak to the Court about why you think the Settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANTS WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. What Is This Lawsuit And Settlement About?

On May 23, 2022, Plaintiff Jamal Gamble (“Plaintiff”) filed a Class Action Complaint for Damages against Defendants AmeriPride Services, Inc. and AmeriPride Services, LLC (collectively, “Defendants”), thereby commencing the action entitled *Jamal Gamble v. AmeriPride Services, Inc.*, Sacramento County Superior Court Case No. 34-2022-00320558-CU-OE-GDS (“Action”).

On August 5, 2026, Plaintiff filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby adding a claim for civil penalties under PAGA. In his First Amended Complaint, he alleges causes of action for (1) violation of California Labor Code §§ 510, 1194, and 1198 (failure to pay regular and overtime wages); (2) violation of California Labor Code §§ 226.7 and 512(a) (failure to provide complaint meal periods or pay premium compensation in lieu thereof); (3) violation of California Labor Code § 226.7 (failure to provide compliant rest periods or pay premium compensation in lieu thereof); (4) violation of California Labor Code §§ 1194, 1197 and 1197.1 (failure to pay minimum wages); (5) violation of California Labor Code §§ 201-203 (failure to pay wages timely upon termination); (6) violation of California Labor Code § 204 (failure to timely pay wages during employment); (7) violation of California Labor Code § 226(a) (failure to provide accurate itemized wage statements); (8) violation of California Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (failure to reimburse necessary business expenses); (10) violation of California Business & Professions Code §§ 17200, *et seq.* based on the same alleged violations of the California Labor Code; and (11) civil penalties under California Labor Code Private Attorneys General Act of 2004, section 2698, *et seq.* (“PAGA”) based on the same alleged causes of action and facts in the First Amended Complaint, including claims for violations of the California Labor Code §§ 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Defendants deny all allegations in the Action and contend that they have fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated or that this case was suitable for class or representative treatment. Through arms-length negotiations, the Parties reached a class and PAGA settlement, subject to Court approval, which is summarized in this Notice.

2. Why Did I Get This Notice?

You received this Notice because Defendants’ records identify you as a “Settlement Class Member” which includes all current and former individuals with the following job titles: Customer Service Representative (CSR), Customer Service Representative (CSR)-C, Customer Service Representative (CSR)-H, Lead CSR, Relief CSR, Route Delivery Driver, Route Sales-Commission, Route Sales-Commission (K), Route Sales-Support, Shuttle Driver, and Shuttle Driver-Commercial Drivers’ License, who worked for Defendant at any time during the period from March 23, 2018, through and including [Date of Preliminary Approval] (the “Class Settlement Period”). The settlement will resolve Settlement Class Members’ claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the PAGA. You may also be a “PAGA Member” if you are a Settlement Class Member who worked for Defendants at any time during the period from January 6, 2025, through [Date of Preliminary Approval] (the “PAGA Settlement Period”).

The purpose of this notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Sacramento County Superior Court, and the case is known as *Jamal Gamble v. AmeriPride Services, Inc., et. al.*, Sacramento Superior Court Case No. 34-2022-00320558-CU-OE-GDS. The

Court held a hearing on [REDACTED], and Hon. [REDACTED] preliminarily approved this Settlement and directed that you receive this Notice. The Court will hold a Final Approval Hearing concerning the Settlement on [REDACTED] at [REDACTED], in Department 8B of the Sacramento County Superior Court, located at 720 Ninth Street, Sacramento, California 95814. The Final Approval Hearing may be continued to another date without further notice.

3. Why Is There A Settlement?

The Court has not decided in favor of Plaintiff or Defendants, or made any decision as to whether this case could proceed on a class or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Action.

4. Who Are The Attorneys For The Settlement Class Members And The PAGA Members?

The Court has appointed Class Counsel to represent the Settlement Class Members and the PAGA Members in connection with this Settlement:

Shaun Setareh
Roger Ricardez
SETAREH LAW GROUP
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Telephone: (310) 888-7771
Facsimile: (310) 888-0109
shaun@setarehlaw.com
jose@setarehlaw.com
tyson@setarehlaw.com

Joanna Ghosh
Yasmin Hosseini
Selena Matavosian
Maria Halwadjian
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021
joanna@calljustice.com
yasmin@calljustice.com
selena@calljustice.com
maria@calljustice.com

THE TERMS OF THE SETTLEMENT

5. What Is The Settlement Amount?

The proposed Settlement provides for a maximum payment of [\$140,000.00] (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., [\$46,666.67 if the Gross Settlement Amount remains \$140,000.00]), and up to \$10,000.00 in recoverable costs incurred in this Action; Class Representative Enhancement Award of \$10,000.00 to Plaintiff for his work and efforts prosecuting this Action, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of this Action) and for a general release of any claims he may have against Defendants; a \$7,000.00 payment as settlement for claims for civil penalties under PAGA (the “PAGA Payment”), of which 65% will go to the LWDA and 35% will be divided

among the PAGA Members as described below; and Settlement Administration Costs to Apex Class Action Administration (“Settlement Administrator”), estimated at \$10,000.00. The exact amount of the attorneys’ fees, litigation costs, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval Hearing. The remaining portion of the Gross Settlement Amount is the “Net Settlement Amount,” which will be apportioned and paid out as Individual Settlement Payments to Settlement Class Members who do not timely request to be excluded from the Class Settlement (“Participating Class Members”).

6. How Will Individual Settlement Shares To Participating Class Members Be Calculated?

Participating Class Members will receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”). **A claim form is not required to become a Participating Class Member.** Settlement Class Members who opt out of the Class Settlement will not become Participating Class Members, will not receive an Individual Settlement Payment, and will not be bound by the Class Settlement.

Each Participating Class Member’s Individual Settlement Payment will be a *pro rata* share of the Net Settlement Amount based on the number of weeks that each Participating Class Member worked for Defendants in California during the Class Settlement Period (March 23, 2018, through and including [Date of Preliminary Approval]) (“Eligible Workweeks”) as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects a compromise of claims for alleged interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest and penalties if required by law.. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Settlement Payment is [REDACTED].

7. How Will Individual PAGA Payments Be Allocated To The LWDA And PAGA Members?

The Parties will ask the Court to approve the \$7,000.00 as the PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Payment, or \$4,550.00, will be paid to the LWDA (“LWDA PAGA Payment”). The remaining 35% of the PAGA Payment, or \$2,450.00, will be distributed to the PAGA Members as “Individual PAGA Payments”.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA Settlement, if you are a PAGA Member and you opt out of the Class Settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA Settlement.

Each PAGA Member’s Individual PAGA Payment will be a *pro rata* share of the 35% portion of the PAGA Payment based on the number of pay periods that each PAGA Member worked for Defendants in California during the PAGA Settlement Period (from January 6, 2025, through [Date of Preliminary Approval]) (“Eligible Pay Periods”) as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is [REDACTED]. Based on that, your anticipated approximate Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

8. How Can I Get A Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and/or Individual PAGA Payment (if any) after the Court approves the Settlement at the Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at [REDACTED] if you need to update contact information.

9. What Do I Do If I Believe My Eligible Workweeks And/Or Eligible Pay Periods Are Incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED]. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks and/or Eligible Pay Periods.

Individual Settlement Payment and Individual PAGA Payment checks should be cashed promptly upon receipt. Individual Settlement Payment checks and Individual PAGA Payment checks which remain uncashed after one hundred eighty (180) calendar days from the date of issuance shall be transmitted to the California State Controller's Unclaimed Property Fund as unclaimed property pursuant to the California Unclaimed Property Law in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. **If your Individual Settlement Payment and Individual PAGA Payment check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

10. What Am I Giving Up To Get An Individual Settlement Payment?

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Released Parties: "Released Parties" means Defendants AmeriPride Services Inc. and AmeriPride Services, LLC and all affiliated parties and entities, including all past and present affiliates, parents, subsidiaries, predecessors, owners, members, successors, shareholders, divisions, insurers, counsel, and each of these entities' respective past and present directors, officers, employees, partners, shareholders, members and representatives.

Released Class Claims: As of the Effective Date, all Participating Class Members fully and finally release the Released Parties from the Released Class Claims that arose during the Class Settlement Period. The "Released Class Claims" means all federal, state and local law claims, rights, demands, liabilities, penalties and causes of action that were alleged in the Operative Complaint, or that could have been alleged based on the factual allegations in the Operative Complaint, accruing during the Class Settlement Period, against Defendant or any

of the Released Parties, including, but not limited to, claims for: (1) failure to pay overtime wages (Lab. Code §§ 510 and 1198); (2) failure to provide meal periods or pay premiums in lieu thereof (Lab. Code §§ 204, 226.7, 512 and 1198); (3) failure to provide rest periods or pay premiums in lieu thereof (Lab. Code §§ 204, 226.7 and 1198); (4) failure to pay minimum wages (Lab. Code §§ 510, 1194, 1194.2, 1197, 1197.1 and 1198); (5) failure to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) failure to timely pay wages during employment (Lab. Code § 204); (7) failure to provide accurate written wage statements (Lab. Code § 226(a)); (8) failure to keep required payroll records (Lab. Code § 1174(d)); (9) failure to reimburse necessary business expenses (Lab. Code §§ 2800 and 2802); and (10) unfair competition (Bus. & Prof. Code §§ 17200 *et seq.*); and all claims for attorneys' fees and costs and interest and penalties based on the foregoing.

11. What PAGA Claims Are Released By This Settlement?

If the Court approves this Settlement, the PAGA Members cannot sue, continue to sue, or be a part of any other lawsuit against Defendants concerning the PAGA claims resolved by this lawsuit based on the following release.

Released PAGA Claims: As of the Effective Date, Plaintiff, as representative of the State of California, on behalf of the LWDA and as representative of the PAGA Members, fully and finally releases the Released Parties from the Released PAGA Claims for the PAGA Settlement Period. The "Released PAGA Claims" means all claims, rights, demands, liabilities, penalties and causes of action for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, that were alleged in the PAGA Notice and Operative Complaint, accruing during the PAGA Settlement Period, against Defendant or any of the Released Parties, including, but not limited to, claims for: (1) failure to pay overtime wages (Lab. Code §§ 510 and 1198); (2) failure to provide meal periods or pay premiums in lieu thereof (Lab. Code §§ 204, 226.7, 512 and 1198); (3) failure to provide rest periods or pay premiums in lieu thereof (Lab. Code §§ 204, 226.7 and 1198); (4) failure to pay minimum wages (Lab. Code §§ 510, 1194, 1194.2, 1197, 1197.1 and 1198); (5) failure to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) failure to timely pay wages during employment (Lab. Code § 204); (7) failure to provide accurate written wage statements (Lab. Code § 226(a)); and (8) failure to keep required payroll records (Lab. Code § 1174(d)); (9) failure to reimburse necessary business expenses (Lab. Code §§ 2800 and 2802).

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How Do I Exclude Myself ("Opt Out") Of The Class Settlement?

If you wish to pursue your own separate lawsuit against any of the Released Parties for the claims asserted in the Action on behalf of the Settlement Class, or if you otherwise wish not to participate in the Class Settlement for whatever reason, you should exclude yourself from the Class Settlement (that is, "opt out" of the Class Settlement). However, you cannot opt out of the PAGA Settlement. Those who opt out of the Class Settlement and who are also PAGA Members will still be bound by the Released PAGA Claims in this Settlement and will receive an Individual PAGA Payment.

To opt out of the Class Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded from the Class Settlement ("Opt-Out Request"). The Opt-Out Request must include the case name and number of the Action (*Jamal Gamble v. AmeriPride Services, Inc., et. al.*, Sacramento County Superior Court Case No. 34-2022-00320558-CU-OE-GDS), include your full-name, mailing address, and last four digits of your Social Security Number, be signed by you, and reasonably communicate your election to be excluded from the Class Settlement. The Opt-Out Request must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before **[Response Deadline]**. Opt-Out Requests postmarked after the deadline will be invalid.

[Insert Settlement Admin address, phone, email contact information]

13. If I Don't Exclude Myself From The Class Settlement, Can I Sue Defendants For The Same Thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendants or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE CLASS SETTLEMENT

14. How Do I Tell The Court That I Do Not Agree With The Settlement Or Believe It Is Not Fair?

You can ask the Court to deny approval of the Settlement by submitting an objection to the Class Settlement. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Even if you submit an objection, if the Court approves the Settlement, then you will still receive the Individual Settlement Payment and/or Individual PAGA Payment and be bound by the releases in this Settlement unless you opt-out of the Class Settlement. You can either object to the Class Settlement at the Final Approval Hearing, or you can submit a written objection ("Objection").

If you submit a timely and valid Objection, you may, but are not required to, appear at the Final Approval Hearing. If you appear through your own attorney, you are responsible for hiring and paying that attorney. An Objection must (a) clearly identify the case name and number of the Action (*Jamal Gamble v. AmeriPride Services, Inc., et. al.*, Sacramento County Superior Court Case No. 34-2022-00320558-CU-OE-GDS), (b) include your full-name and mailing address, (c) include the reason(s) why you object to the Class Settlement and attach any documents upon which the objection is based, (d) be mailed to the Settlement Administrator at [REDACTED], and (e) be postmarked on or before [Response Deadline]. The Objection should also describe all legal and factual reasons that you object to the terms of the Class Settlement.

THE FINAL APPROVAL HEARING WITH THE COURT

15. When And Where Will The Court Decide Whether To Grant Final Approve The Settlement?

The Court will hold a Final Approval hearing concerning the Settlement on [REDACTED] at [REDACTED], in Department 8B of the Sacramento County Superior Court, located at 720 Ninth Street, Sacramento, California 95814. You may also attend or appear remotely:

To join by Zoom link: - <https://saccourt-ca-gov.zoomgov.com/j/16184738886>

To join by phone: (833) 568-8864 / ID: 16184738886

At this hearing the Court will 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 Costs, the Class Representative's Enhancement Award, and the Settlement Administrator's Settlement Administration Costs.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. You should check the Sacramento County Superior Court website (<https://www.saccourt.ca.gov/>) or you can contact Class Counsel to verify the date and time of the Final Approval hearing.

16. Do I Have To Come To The Hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit an Objection, you do not have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom May I Contact If I Have Questions About The Settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [REDACTED] by calling toll free 1-800-[REDACTED], or you can write to [Settlement Administrator Address].

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 Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Sacramento's Electronic Filing and Service Website at <https://www.saccourt.ca.gov/civil/e-filing.aspx>, or (b) in person at Records, Superior Court of California, County of Sacramento, 720 Ninth Street, Sacramento, California 95814 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL TO INQUIRE ABOUT THIS SETTLEMENT.