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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
SRVICES, 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

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

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

1 This matter has come before the Honorable Lauri A. Damrell in Department 8B of the
2 Superior Court of the State of California, for the County of Sacramento, on August 21, 2026, at 9:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC and Setareh Law Group appear as counsel for Plaintiff Jamal Gamble
5 ("Plaintiff"), individually and on behalf of all others similarly situated and other aggrieved
6 employees, and Morgan, Lewis & Brockius LLP appears as counsel for Defendants AmeriPride
7 Services, Inc. and AmeriPride Services, LLC (together, "Defendants").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class and PAGA Representative
13 Action Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT B"** to the Declaration of Maria Halwadjian in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 reasonable.

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

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

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Payment, Settlement Administration Costs,
3 and payments to the Participating Class Members and PAGA Members provided thereby, appear to
4 be within the range of reasonableness of a settlement that could ultimately be given final approval
5 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Settlement Class Members and PAGA Members are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

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

19 6. The Court conditionally certifies, for settlement purposes only, the Settlement Class,
20 defined as follows:

21 All Drivers who performed work for Defendants in the below listed positions in
22 California during the Class Settlement Period. "Drivers" includes individuals with
23 the following job titles: Customer Service Representative (CSR), Customer Service
24 Representative (CSR)-C, Customer Service Representative (CSR)-H, Lead CSR,
25 Relief CSR, Route Delivery Driver, Route Sales-Commission, Route Sales-
26 Commission (K), Route Sales-Support, Shuttle Driver, and Shuttle Driver-
27 Commercial Drivers' License. The Class Settlement Period is defined as the time
28 period from March 23, 2018, through and including the date of this Order, or, if
applicable, the Alternate End Date, pursuant to Section 3.3.2 of the Agreement.

26 7. The Court provisionally appoints Joanna Ghosh, Yasmin Hosseini, Selena
27 Matavosian, and Maria Halwadjian of Lawyers *for* Justice, PC, and Shaun Setareh and Roger
28 Ricardez of Setareh Law Group as Class Counsel.

1 8. The Court provisionally appoints Plaintiff Jamal Gamble as the Class
2 Representative.

3 9. The Court provisionally appoints Apex Class Action Administration (“Apex”) to
4 handle the administration of the Settlement (“Settlement Administrator”).

5 10. Within twenty-one (21) calendar days after entry of this Preliminary Approval
6 Order, Defendants shall provide the Settlement Administrator with the following information about
7 each Settlement Class Member: last-known full-name, last-known mailing address, Social Security
8 Number, the number of Eligible Workweeks, the number of Eligible Pay Periods, and such other
9 information and/or data sufficient for the Settlement Administrator to calculate Eligible Workweeks
10 and Eligible Pay Periods (collectively referred to as the “Class Data”) in conformity with the
11 Settlement Agreement.

12 11. The Court approves, both as to form and content, the Notice of Settlement attached
13 hereto as “**EXHIBIT A.**” The Notice of Settlement shall be provided to Settlement Class Members
14 in the manner set forth in the Settlement. The Court finds that the Notice of Settlement appears to
15 fully and accurately inform the Settlement Class Members of all material elements of the Settlement,
16 of Settlement Class Members’ right to be excluded from the Class Settlement by submitting an Opt-
17 Out Request, of Settlement Class Members’ and PAGA Members’ right to dispute the Eligible
18 Workweeks and/or the Eligible Pay Periods credited to each of them, and of each Settlement Class
19 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
20 distribution of the Notice of Settlement substantially in the manner and form set forth in the
21 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
22 and this Order, meet the requirements of due process and shall constitute due and sufficient notice
23 to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
24 Notice of Settlement to all Settlement Class Members within fourteen (14) calendar days of the
25 receipt of the Class Data from Defendants, pursuant to the terms set forth in the Settlement
26 Agreement.

27 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
28 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Settlement Class

1 Member may choose to be excluded from the Class Settlement by submitting a timely and valid
2 written Opt-Out Request no later than sixty (60) calendar days after the Settlement Administrator
3 mails the Notice of Settlement (“Response Deadline”), or, in the case of a re-mailed Notice of
4 Settlement, the Response Deadline shall be extended by fourteen (14) calendar days from the initial
5 Response Deadline. Any Settlement Class Member who submits an Opt-Out Request from the Class
6 Settlement is prohibited from making any objections to the Class Settlement. Any Settlement Class
7 Member who submits a timely and valid Opt-Out Request will not be a Participating Class Member
8 and will not have any right to object, appeal, or comment on the Class Settlement. Settlement Class
9 Members who do not submit a timely and valid Opt-Out Request by the Response Deadline shall be
10 bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement,
11 and the Final Approval Order and Judgment entered thereon. PAGA Members will be bound to the
12 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
13 Settlement.

14 13. A Final Approval Hearing shall be held before this Court on January 15, 2027 at
15 9:00 a.m. in Department 8B of the Superior Court of California for the County of Sacramento,
16 located at 720 9th Street, Sacramento, California 95814, to determine all necessary matters
17 concerning the Settlement, including: whether the proposed settlement of the action on the terms
18 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
19 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
20 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
21 reasonable to the Class Members and PAGA Members; and determine whether to finally approve
22 the requests for the Attorneys’ Fees and Costs, Enhancement Award, PAGA Payment, and
23 Settlement Administration Costs.

24 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
25 Attorneys’ Fees and Costs, Enhancement Award, PAGA Payment, and Settlement Administration
26 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
27 Administrator’s declaration, by December 22, 2026, to be heard at the Final Approval Hearing.

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1 15. Only Settlement Class Members who do not request exclusion from the Class
2 Settlement (i.e., Participating Class Members) may object to the Class Settlement by submitting a
3 written Objection to the Settlement Administrator prior to the Response Deadline or by presenting
4 their objection orally at the Final Approval Hearing, regardless of whether they submitted a written
5 Objection. The Objection must be signed by the Participating Class Member and contain all
6 information required by this Settlement Agreement. A Participating Class Member who does not
7 object prior to or at the Final Approval Hearing will be deemed to have waived any objections and
8 will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal
9 or otherwise) to the Settlement.

10 16. The Settlement is not a concession or admission and shall not be used against
11 Defendants as an admission or indication with respect to any claim of any fault or omission by
12 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
13 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
14 neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement,
15 nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into
16 evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants,
17 including, but not limited to, evidence of a presumption, concession, indication or admission by
18 Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the
19 existence of any condition constituting a violation of, or a non-compliance with state, federal, local
20 or other applicable law, except for legal proceedings concerning the implementation, interpretation,
21 or enforcement of the Settlement.

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

27 18. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and any dates provided for in the Settlement Agreement without further notice to the

1 Settlement Class Members, and retains jurisdiction to consider all further applications arising out of
2 or connected with the Settlement.

3 **IT IS SO ORDERED.**

4 Dated:

5 By: _____
6 The Honorable Laurie A. Damrell
7 Judge of the Superior Court
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EXHIBIT A

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
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Joanna Ghosh
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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.