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

KEITH GILMORE, 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.

UNITED SITE SERVICES OF
CALIFORNIA, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24CV009938

Honorable Lauri A. Damrell
Department 21

CLASS ACTION

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

Date: August 22, 2025
Time: 9:00 a.m.
Department: 21

Complaint Filed: June 4, 2025
Trial Date: None Set

1 This matter has come before the Honorable Lauri A. Damrell in Department 21 of the
2 Superior Court of the State of California, for the County of Sacramento, on August 22, at 9:00 a.m.
3 for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers
4 *for* Justice, PC and Bibiyan Law Group, P.C. appear as counsel for Plaintiffs Keith Gilmore and
5 Noel C. Pellerin (together, "Plaintiffs"), individually and on behalf of all others similarly situated
6 and aggrieved employees, and Littler Mendelson, P.C. appears as counsel for Defendant United
7 Site Services of California, Inc. ("Defendant").

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 Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

21 All current and former hourly-paid or non-exempt employees of Defendant within
22 the State of California at any time during the period from May 15, 2022 to April 7,
23 2025.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Elizabeth Parker-
25 Fawley, and Ani Menedjian of Lawyers *for* Justice, PC and David D. Bibiyan and Vedang Patel of
26 Bibiyan Law Group, P.C. as Class Counsel.

27 8. The Court provisionally appoints Plaintiffs Keith Gilmore and Noel C. Pellerin as
28 the Class Representatives.

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1 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”)
2 to handle the administration of the Settlement (“Administrator”).

3 10. Within 30 calendar days after entry of this Preliminary Approval Order, Defendant
4 shall provide the Administrator with the following information about each Class Member: full
5 name, last- known mailing address, Social Security number, start and end dates employed as an
6 hourly-paid or non-exempt employee of Defendant in California during the Class Period and
7 PAGA Period (if applicable), Workweeks during the Class Period, and PAGA Pay Periods (“Class
8 Data”), in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
11 **“EXHIBIT A.”** The Class Notice shall be provided to Class Members in the manner set forth in
12 the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the
13 Class Members of all material elements of the Settlement, of Class Members’ right to be excluded
14 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ and
15 Aggrieved Employees’ right to dispute the Workweeks and/or the PAGA Pay Periods credited to
16 each of them, and of each Participating Class Member’s right and opportunity to object to the
17 Class Settlement. The Court further finds that distribution of the Class Notice substantially in the
18 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
19 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
20 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
21 Administrator to mail the Class Notice to all Class Members within 14 calendar days of received
22 the Class Data from Defendant, pursuant to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
26 for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice
27 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
28 extended by 14 calendar days from the date of the Response Deadline. Any Class Member who

1 submits a Request for Exclusion from the Class Settlement will not be a Participating Class
2 Member and will not have any right to object, appeal, or comment on the Class Settlement. Class
3 Members who submit a timely and valid Request for Exclusion by the Response Deadline will not
4 be bound by the terms of this Agreement, any Court order approving the terms of the Class
5 Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees
6 will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt
7 out of the Class Settlement.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department 21 of the Superior Court of California for the County of Sacramento, located at 720
11 9th Street, Sacramento, California 95814, to determine all necessary matters concerning the
12 Settlement, including: whether the proposed settlement of the actions on the terms and conditions
13 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
14 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
15 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
16 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
17 approve the requests for the Attorneys' Fees and Costs, Class Representative Service Payment, and
18 Administration Costs.

19 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
20 Attorneys' Fees and Costs, Class Representative Service Payment, PAGA Penalties, and
21 Administration Costs, along with the appropriate declarations and supporting evidence, including
22 the Administrator's declaration, by _____,
23 to be heard at the Final Approval Hearing.

24 15. Only Class Members who do not request exclusion from the Class Settlement may
25 object to the Class Settlement by submitting an Objection to the Administrator prior to the
26 Response Deadline or by presenting their objection orally at the Final Approval Hearing,
27 regardless of whether they submitted a written Objection. The Objection must be signed by the
28 Participating Class Member and contain all information required by this Settlement Agreement. A

1 Participating Class Member who does not object prior to or at the Final Approval Hearing will be
2 deemed to have waived any objections and will be foreclosed from making any objections
3 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

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

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

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

25 **IT IS SO ORDERED.**

26 Dated: _____

By:

The Honorable Lauri A. Damrell
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL
Keith Gilmore et al. v. United Site Services of California, Inc., Superior Court of the State of California, County of Sacramento, Case No. 24CV009938

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against United Site Services of California, Inc. (“USSCA”) for alleged wage and hour violations. The Action was filed by former USSCA employees Keith Gilmore and Noel Pellerin (“Plaintiffs”) and seeks payment for alleged violations of 1) Unpaid Overtime; 2) Unpaid Meal Period Premiums; 3) Unpaid Rest Period Premiums; 4) Unpaid Minimum Wages; 5) Final Wages Not Timely Paid; 6) Wages Not Timely Paid During Employment; 7) Non-Compliant Wage Statements; 8) Failure To Keep Requisite Payroll Records; 9) Unreimbursed Business Expenses; 10) Failure to Pay Vested Vacation Time, and 11) Violation of California Business & Professions Code §§ 17200, *et seq.* for a class of all current and former non-exempt employees who were employed by USSCA in California (“Class Members”) during the Class Period (May 15, 2022 to April 7, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who were employed by USSCA in California during the PAGA Period (March 15, 2023 to April 7, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring USSCA to fund Individual Settlement Shares, and (2) a PAGA Settlement requiring USSCA to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on USSCA’s records, and the Parties’ current assumptions, your **Individual Settlement Share is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to USSCA’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on USSCA’s records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during the Class Period and/or PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires USSCA to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against USSCA.

If you worked for USSCA during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement, and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against USSCA.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against USSCA, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

USSCA will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against USSCA that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. USSCA must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Disputes Must be Submitted by _____	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to USSCA's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must dispute it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former USSCA employees. Plaintiffs separately filed class action lawsuits alleging violations of the California Labor Code and claims under PAGA. Plaintiffs accuse USSCA of violating California labor laws including 1) Unpaid Overtime; 2) Unpaid Meal Period Premiums; 3) Unpaid Rest Period Premiums; 4) Unpaid Minimum Wages; 5) Final Wages Not Timely Paid; 6) Wages Not Timely Paid During Employment; 7) Non-Compliant Wage Statements; 8) Failure To Keep Requisite Payroll Records; 9) Unreimbursed Business Expenses; 10) Failure to Pay Vested Vacation Time, and 11) Violation of California Business & Professions Code §§ 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Joanna Ghosh, Elizabeth Parker-Fawley, Yasmin Hosseini,

and Ani Menedjian of Lawyers *for* Justice, PC, and David Bibiyan and Vedang Patel of Bibiyan Law Group, PC. (“Class Counsel.”)

USSCA strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether USSCA or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and USSCA hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and USSCA have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, USSCA does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) USSCA has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. USSCA Will Pay \$1,462,500 as the Gross Settlement Amount (Gross Settlement). USSCA has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, USSCA will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final sixty (60) days following the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$487,500.00 [1/3 of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Service Payment to each of the Plaintiffs for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiff’s Individual Settlement Payment and any Individual PAGA Payment.
 - C. Up to \$14,500 to the Administrator for services administering the Settlement.
 - D. Up to \$150,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and USSCA are asking the Court to approve an allocation of twenty percent (20%) of each Individual Settlement Share to taxable wages (“Wage Portion”) and eighty percent

(80%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. USSCA will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Shares on IRS 1099 Forms.

Although Plaintiffs and USSCA have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.
6. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against USSCA.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against USSCA based on the PAGA Pay Period facts alleged in the Action.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and USSCA have agreed that, in either case, the Settlement will be void: USSCA will not pay any money and Class Members will not release any claims against USSCA.
9. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators, (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide disputes over Workweeks or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
10. Participating Class Members’ Release. After the Judgment is final and USSCA has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against USSCA or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors,

successors, assigns, parents, subsidiaries, or affiliates (“Released Parties”) from all claims that were alleged, or reasonably could have been alleged based upon the facts alleged in the Operative Complaint which occurred during the Class Period, including, any and all claims, actions and causes of action, arising during the Class Period, for: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor Code § 204 (wages not timely paid during employment); (7) violation of California Labor Code § 226(a) (non-compliant 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 (unreimbursed business expenses); (10) violation of California Labor Code § 227.3 (failure to pay vested vacation time); (11) violation of California Business & Professions Code §§ 17200, et seq. and those claims predicated on the same or similar facts and/or claims alleged in the Actions by Plaintiffs in or prior to the Actions, including claims based on the regular rate of pay, and claims for interest, penalties, pursuant to the California Labor Code and California Industrial Welfare Commission, wages for violations of Labor Code Sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 212, 213, 218, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.5, 3366, 3457, and 8397.4 and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq (“Released Class Claims”). Except as set forth in for the release of PAGA claims under section 12 below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

11. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and USSCA has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against USSCA, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against USSCA or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees, the State of California with respect to Aggrieved Employees, and Plaintiffs are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties for civil penalties under California Labor Code § 2698, *et. seq.* (“PAGA”), arising out the facts alleged in the LWDA Notices and Operative Complaint, for violations of California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 212, 213, 218, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2698, 2699, 2699.3, 2699.5, 2800, 2802, 2810.5, 3366, 3457, and 8397.4, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* (“Released PAGA Claims”). Except as set forth in this Paragraph, the Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims and claims outside of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Shares. The Administrator will calculate Individual Settlement Shares by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing one hundred and fifty thousand dollars (\$150,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Disputes. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in USSCA's records, are stated in the first page of this Notice. You have until _____ to dispute the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your dispute by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: a) states the case name and number of the Action (*Keith Gilmore, et al. vs. United Site Services of California, Inc.*, Superior Court of the State of California, County of Sacramento, Case No. 24CV009938); (b) is signed by you; (c) states your full name, address, telephone number, signature, and last four digits of your Social Security Number; (d) states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you; (e) includes information and/or attaches documentation demonstrating the number of Workweeks and/or PAGA Pay Periods that you contend should be credited to you are correct. You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept USSCA's calculation of Workweeks and/or PAGA Pay Periods based on USSCA's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and USSCA's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

The Administrator will exclude you based on a timely writing returned by mail to the Administrator communicating your request to be excluded. If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request, which must: (a) state the case name and number of the Action (*Keith Gilmore, et al. vs. United Site Services of California, Inc.*, Superior Court of the State of California, County of Sacramento, Case No. 24CV009938); (b) be signed by you; (c) state your full name, address, telephone number, and the last four digits of your Social Security Number; (d) state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Administrator. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and USSCA are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation Payment, and Class Representative Service Payments ("Motion for Final Approval") that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact

information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** An objection must: (a) state the case name and number of the Action (Keith Gilmore, *et al.* vs. United Site Services of California, Inc., Superior Court of the State of California, County of Sacramento, Case No. 24CV009938); (b) state your full name, address, telephone number, and last four digits of your Social Security Number; (c) state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be signed by you. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) _____ in Department 22 of the Sacramento Superior Court, located at 720 Ninth Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything USSCA and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Joanna Ghosh, Bar No. 272479
Yasmin Hosseini, Bar No. 326399
Ani Menedjian, Bar No. 360616
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Los Angeles, California 90024
Telephone: (310) 438-5555
Fax: (310) 300-1705
Email: david@tomorrowlaw.com
vedang@tomorrowlaw.com

Settlement Administrator:

Name of Company: _____
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds.

☐ you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.