

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 360616)
Ani Menedjian (SBN 360616)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
Attorneys for Plaintiffs Keith Gilmore

**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

**DECLARATION OF ELIZABETH
PARKER-FAWLEY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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

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

DECLARATION OF ELIZABETH PARKER-FAWLEY

I, Elizabeth Parker-Fawley, 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 Keith Gilmore (“Plaintiff Gilmore”). 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

1. On March 15, 2024, Plaintiff Gilmore provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff Gilmore’s PAGA Notice.

2. On June 4, 2025, Plaintiff Gilmore filed the Class Action Complaint for Damages and Enforcement under the Private Attorneys General Act, California Labor Code § 2698, et seq. in the Superior Court for the County of Sacramento, thereby commencing the above-captioned lawsuit (“Gilmore Action”).

3. On July 12, 2024, Defendant United Site Services of California (“Defendant”) filed its Answer to Plaintiff Keith Gilmore’s PAGA Representative Action Complaint in the Gilmore Action.

4. On June 21, 2024, Plaintiff Noel C. Pellerin (“Plaintiff Pellerin” and, collectively with Plaintiff Gilmore, “Plaintiffs”) provided notice to the LWDA and Defendant of his intent to pursue civil penalties under PAGA for alleged violations of the California Labor Code. On May 20, 2024, Plaintiff Pellerin filed a wage-and-hour Class Action Complaint for Damages in the Superior Court for the County of Sacramento, captioned *Noel C. Pellerin v. United Site Services of California, Inc.*, Case No. 24CV009938 (“Pellerin Class Action”). On August 27, 2024, Plaintiff Pellerin filed the Complaint under the Labor Code Private Attorneys’ General Act Of 2004 for Civil Penalties under Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 in the Superior Court for the County of Los Angeles, captioned *Noel C. Pellerin v. United Site Services*

1 of California, Inc., Case No. 24STCV21871 (“Pellerin PAGA Action”) (collectively with the
2 Gilmore Action and the Pellerin Class Action, the “Actions”).

3 5. On July 16, 2024, Plaintiff Gilmore propounded multiple sets of discovery,
4 including Form Interrogatories – General (Set One), Request for Admission (Set One), Request
5 for Production of Documents (Set One), and Special Interrogatories (Set One and Two), on
6 Defendant in the Gilmore Action. On July 16, 2024, Plaintiff Gilmore served a First Notice of
7 Deposition of Defendant’s Person Most Knowledgeable and Requests for Production of
8 Documents in the Gilmore Action.

9 6. On June 30, 2025, Plaintiff Gilmore sent an Amended PAGA Notice to Defendant
10 and the LWDA “Amended PAGA Notice”). A true and correct copy of Plaintiff Gilmore’s
11 Amended PAGA Notice is attached hereto as “**EXHIBIT 2**”.

12 7. On July 30, 2025, Plaintiff Gilmore sought leave to file a First Amended Complaint
13 for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698,
14 Et Seq. (“First Amended Complaint” or “Operative Complaint”), adding Plaintiff Pellerin as a
15 named plaintiff in the Gilmore Action. The First Amended Complaint shall be the Operative
16 Complaint for purposes of settlement only. Should the Settlement not be approved, or if the
17 Settlement falls through for any reason, the First Amended Complaint shall be stricken and the
18 original Complaint shall become the operative complaint in the Gilmore Action.

19 **THE PROPOSED SETTLEMENT**

20 8. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Class
21 Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement
22 Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others
23 similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other
24 hand (together, the “Parties”). The Parties and their counsel have approved the proposed Notice
25 of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), which is
26 attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court
27 approve it as well.

28 9. The Settlement provides for a Gross Settlement Amount of \$1,462,500.00 to be paid

1 in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross
2 Settlement Amount less the following amounts, subject to approval by the Court: 'Class Counsel
3 Fees Payment of up to \$487,500.00 and Class Counsel Litigation Expenses not to exceed
4 \$30,000.00 to Class Counsel, Class Representative Service Payments to each Plaintiff of
5 \$10,000.00 (for a combined total of \$20,000.00), Administration Costs to the Administrator not
6 to exceed \$14,500.00, and the PAGA Penalties of \$150,000.00. Assuming that the amounts
7 allocated under the Settlement toward these payments are awarded by the Court, the Net
8 Settlement Amount that will be available for distribution to Participating Class Member is
9 currently \$760,500.00. Additionally, 25% of the PAGA Penalties (i.e., PAGA Employee
10 Amount), which is \$37,500.00 out of \$150,000.00, will be distributed to the Aggrieved
11 Employees, for their respective portion of the PAGA Employee Amount. The Gross Settlement
12 Amount will be fully distributed in accordance with the terms of the Settlement and there is no
13 reversion to Defendant.

14 10. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
15 in an amount of up to 1/3 of the Gross Settlement Amount (i.e., \$487,500.00) and expenses and
16 costs of not more than \$30,000.00, which will be paid out of the Gross Settlement Amount, subject
17 to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
18 of litigation and will not receive any compensation until recovery is obtained. A description of the
19 qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved
20 by Class Counsel in this matter can be found in paragraphs 17 through 27, *infra*.

21 11. The Settlement Agreement provides for payment of up to \$10,000.00 to each
22 Plaintiff as a Class Representative Service Payment to be paid out of the Gross Settlement Amount
23 subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant
24 documents and past employment records and to provide the facts and evidence necessary to
25 attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them
26 and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate
27 and just for Plaintiffs to each receive a Class Representative Service Payment in addition to their
28 individual settlement payment, for their services on behalf of the Class, Aggrieved Employees,

1 and the State of California.

2 12. The Parties have agreed to retain Phoenix Settlement Administrators
3 (“Administrator”) to handle the notice and settlement administration process. The Parties
4 respectfully request that the Court appoint Phoenix Settlement Administrators to handle these
5 procedures and serve as the Administrator. Defendant will provide the Administrator with the
6 Class Data, and the Administrator will calculate each Class Member’s estimated share of the Net
7 Settlement Amount (“Individual Settlement Share”) and each Aggrieved Employee’s estimated
8 *pro rata* share of the 25% portion of the PAGA Penalties. The Administrator will be responsible
9 for translating, printing, distributing, and tracking Class Notices and other documents for the
10 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and
11 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
12 necessary reports and declarations, transmitting funds representing uncashed checks after the void
13 date to California State Controller’s Office Unclaimed Property Fund as a *cy pres* recipient
14 pursuant to California Code of Civil Procedure 384, and other duties and responsibilities set forth
15 to process the Settlement, and as requested by the Parties. Administration Costs are currently
16 estimated not to exceed \$14,500.00 and will be paid out of the Gross Settlement Amount, subject
17 to approval of the Court.

18 13. Under the Settlement Agreement, Defendant is responsible for any employer-side
19 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the
20 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member’s
21 Individual Settlement Share will be allocated 20% to wages and 80% to penalties and interest. The
22 Administrator will withhold the employee’s share of taxes and withholdings with respect to the
23 wages portion of the Individual Settlement Shares.

24 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

25 14. **Ascertainability:** The proposed Class is defined as all current and former hourly-
26 paid and/or non-exempt employees who worked for Defendant within the State of California at
27 any time during the Class Period, which is May 15, 2022, to April 7, 2025.

28 15. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be

1 approximately 1,444 individuals who worked an estimated total of 104,542 workweeks.

2 16. **Commonality:** Based on investigation and information discovered, Class Counsel
3 believes that there is sufficient evidence to support the allegations made in the lawsuit, including
4 the allegations that Defendant, with respect to Plaintiffs, Class Members, and Aggrieved
5 Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated
6 premium pay, failed to provide compliant meal and rest periods and to pay associated premium
7 pay, failed to timely pay wages during employment and upon termination of employment, failed
8 to provide compliant wage statements, failed to maintain requisite payroll records, and failed to
9 reimburse necessary business expenses, and thereby engaged in unfair business practices and
10 conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004
11 (California Labor Code sections 2698, et seq.). Plaintiffs also asserted that Class Members were
12 expected to perform similar job duties and were subject to the same or similar operations and
13 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's
14 recordkeeping practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were
15 substantially the same during the time period at issue. As a result of said alleged uniform practices,
16 Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to
17 them by Defendant. Thus, in Class Counsels' view, it is clear that the outcome of this litigation
18 would be determined by Defendant's uniform operations and employment practices, policies, and
19 procedures that Plaintiffs allege applied across its hourly-paid and/or non-exempt employees
20 within the State of California during the relevant time period.

21 17. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing
22 a class action against their former employer. Plaintiffs spent considerable time and effort to
23 produce relevant documents and past employment records and to provide the facts and evidence
24 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel
25 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have
26 no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class
27 Period and subject to the same alleged violations and the same policies, practices, and procedures.
28 Plaintiffs took on the challenge and risk of commencing and maintaining these actions, and they

1 have not yet received any monetary benefit for their service to date. Plaintiffs put their own
2 interests aside and brought a publicly filed lawsuit against an employer not just for their own
3 benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

4 ///

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

6 18. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
7 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
8 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
9 the attorney of record in well over a dozen employment-related putative class actions in both state
10 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
11 who focus on litigating complex wage-and-hour class and Private Attorneys General Act
12 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
13 involving the executive, administrative, and other overtime exemptions to the State of California
14 and federal overtime compensation requirements. During a relatively short time, in association
15 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
16 thousands of individuals in California.

17 19. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice,
18 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
19 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
20 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
21 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
22 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
23 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
24 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
25 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
26 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
27 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
28 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.

1 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
2 or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
3 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
4 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
5 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
6 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
7 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
8 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
9 involving the executive, administrative, and other overtime exemptions to the State of California
10 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
11 has successfully obtained class certification by contested motion practice in approximately sixteen
12 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

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

1 resulted in settlements that have been granted court approval. He has handled over one hundred
2 and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or
3 representative action cases which have resulted in settlement.

4 ///

5 21. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
6 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
7 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
8 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
9 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
10 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
11 Court. She has taken and defended dozens of depositions and successfully handled motion practice
12 in class action cases regarding discovery (including and not limited to, regarding class contact
13 information), class certification (both contested class certification and stipulated class
14 certification), arbitration agreements, coordination, and intervention. She has successfully handled
15 briefing and oral argument on appeal and obtained notable decisions regarding the Private
16 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
17 *Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017),
18 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She also
19 has extensive experience with class action and/or representative action cases. Under her, Edwin
20 Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification and court
21 approval process for hundreds of class action and/or representative action matters that have
22 successfully resolved. She is a member of the California Employment Lawyers Association.

23 22. I, Elizabeth Parker-Fawley, am the Senior Director of Litigation at Lawyers for
24 Justice, PC. I earned my Bachelor of Arts in History at Chapman University in 2011 and my Juris
25 Doctor from the UCLA School of Law in 2014. In December 2014, I obtained a license to practice
26 law from the California State Bar. I am admitted to practice in all courts in the State of California,
27 as well as the Central, Southern, Northern, and Eastern District Courts of California and the Ninth
28 Circuit Court of Appeal. Since December 2014, I have worked at Lawyers for Justice, PC, and my

1 practice has almost exclusively focused on the prosecution of employment class actions and
2 representative actions, handling cases in all stages of litigation from initial pleadings to assisting
3 with class action trial matters, attending mediations, and preparing class action settlements. In the
4 role, I oversee approximately between 15 and 25 attorneys working on hundreds of employment
5 class actions and representative actions and provided internal training for our litigation practice
6 group and post-bar law clerks. In addition, I review and advise attorneys on work product and
7 practices, provide training, and supervise cases from their inception to final accounting. I am a
8 member of the California Lawyers Association Labor & Employment Group.

9 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

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

18 24. Class Counsel have litigated the case for over one year and were actively preparing
19 the matters for class certification and trial. The Parties have engaged in extensive settlement
20 negotiations and participated in a full-day mediation conducted by Tagore Subramaniam, Esq., a
21 well-respected mediator experienced in mediating complex labor and employment matters. In the
22 course of the lawsuits and in connection with the mediation and settlement negotiations, the Parties
23 exchanged extensive information and engaged in discussions regarding their evaluations of the
24 matter and various aspects of the matter, including but not limited to, the risks and delays of further
25 litigation, the law relating to off-the-clock theory, arbitration agreements, regular rate, meal and
26 rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well
27 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
28 all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial

1 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and
2 its counsel felt strongly about its ability to prevail on class certification and the merits, and
3 Plaintiffs and Class Counsel believed that they would be able to certify a class and prevail at trial.
4 After conducting investigations, formal and informal discovery, exchange of information,
5 extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have
6 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs'
7 principal claims, as well as the costs and risks to both sides that would attend further litigation.
8 The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of
9 Plaintiffs and Participating Class Members, and of the Released PAGA Claims of Plaintiffs, the
10 State of California, and Aggrieved Employees.

11 25. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
12 and scope of the claims, and were preparing the actions for class certification and trial. Plaintiffs
13 conducted significant investigation and formal and informal discovery regarding the facts of the
14 cases, including and not limited to, the exchange, review, and analysis of thousands of pages of
15 documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data
16 and documents that Class Counsel reviewed and analyzed included and was not limited to:
17 Plaintiffs' employment records, a detailed sampling of Plaintiffs' and other Class Members' time
18 data and pay records, Defendants' Employee Handbook, internal memoranda, new hire orientation
19 checklists, job descriptions, company policy acknowledgements (including but not limited to
20 Employee Handbook Acknowledgment, Acknowledgment of Receipt of Policies, and
21 Acknowledgment of Receipt of California Meal Period and Rest Break Policy), forms (including
22 but not limited to Employee Change of Status, Mutual Dispute Resolution Agreement, Meal
23 Period & Rest Break Premium Authorization Form, Employee Meal Break Waiver Form, Day of
24 Rest Confirmation Form, Corrective Action Form), procedures (including but not limited to Meal
25 Break Waiver Agreements, Employee Warning Report, and Training Report, and Employee
26 Termination Checklist), and policies (including but not limited to Meal and Rest Break Policy,
27 Mutual Dispute Resolution Agreement, and Mobile Time Policy), among other information and
28 documents. Class Counsel had the opportunity to interview Plaintiffs and other Class Members to

1 gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on
2 numerous occasions, e.g., to discuss issues relating to the pleadings, case management, discovery
3 and the production of information, documents, and data in the course of litigation, mediation, and
4 settlement negotiations. Class Counsel drafted Plaintiffs' pleadings and mediation brief and
5 prepared for and attended court proceedings, settlement negotiations, and the mediation, among
6 other tasks.

7 26. Counsel for the Parties have also invested time researching and investigating the
8 applicable law, which is constantly evolving as it relates to certification, representative PAGA
9 claims, off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, state
10 wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses
11 thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in the
12 lawsuits is fair, adequate, and reasonable.

13 27. Class Counsel are aware of the defenses and position of Defendant, but believe that
14 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
15 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
16 and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens
17 of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's
18 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
19 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
20 mediator, who is experienced and well-regarded in complex labor and employment matters.

21 28. Defendant, on the other hand, denied and continues to deny any liability and
22 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that
23 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
24 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
25 have also had the opportunity to interview witnesses and review documents and information
26 relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendant,
27 and Defendant's operations and employment policies, practices, and procedures. The Parties also
28 reviewed and analyzed thousands of pages of documents and data to determine the potential value

1 and strength of the claims. The available information enabled Class Counsel to assess and value
2 the class and PAGA claims and prepare violation, damages, and penalties analyses models.
3 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
4 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both
5 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The
6 Settlement takes into account the strengths and weaknesses of each side's position and the
7 uncertainty of how the cases might have concluded at trial and/or appeals.

8 **ESTIMATE OF THE VALUE OF THE CLAIMS**

9 29. Plaintiffs' actions allege that Defendant has violated the California Labor Code and
10 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
11 scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to
12 properly compensate overtime and minimum wages, failing to provide compliant meal and rest
13 periods and associated premium pay, failing to timely pay wages during employment, failing to
14 timely pay wages upon termination and associated waiting-time penalties, failing to provide
15 compliant wage statements, failing to maintain requisite payroll records, failing to pay vested
16 vacation time, and failing to reimburse necessary business expenses. Plaintiffs further contend that
17 Defendant's aforementioned conduct constitutes unfair business practices (under the California
18 Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

19 30. Based on data provided by Defendant and extrapolated by Plaintiffs, the total
20 number of Class Members during the period from May 15, 2022, to April 7, 2025 ("relevant time
21 period") is estimated to be approximately 1,444 individuals who worked an estimated total of
22 104,542 workweeks with an average hourly rate of pay of \$24.65.

23 31. Plaintiffs contended that Defendant required Class Members to perform work before
24 clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods.
25 Plaintiffs contended that Defendant discouraged the recordation of overtime hours and required
26 Class Members to perform work off-the-clock. Plaintiffs contended that Defendant failed to
27 include non-discretionary bonuses and incentives in the calculation of the regular rate when paying
28 overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed, later,

1 shortened, and/or interrupted, that Class Members were encouraged to work through meal and rest
2 periods to keep up with delivery routes and be readily available to assist with work tasks, and that
3 Defendant failed to properly pay premiums for all non-compliant meal and rest periods.
4 Additionally, Plaintiffs alleged that Defendant intentionally and willfully failed to pay Plaintiffs
5 and Class Members all wages due to them while they were employed by Defendant, within the
6 time period permissible under California law, and that Defendant failed to pay all wages due upon
7 termination, within the time period permissible under California law, thereby triggering waiting-
8 time penalties under California Labor Code section 203. Plaintiffs contended that, based on the
9 violations described herein, the wage statements provided by Defendant and the payroll records
10 kept by Defendant were inaccurate. Finally, Plaintiffs contended that Defendant failed to
11 reimburse Plaintiffs and the other Class Members for necessary business expenses, including, but
12 not limited to, the costs associated with the usage of personal cell phones for work duties.

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

1 Plaintiffs' claims.

2 33. Class Counsel considered information, data, and documents obtained from
3 Plaintiffs, Defendant, and other sources, and created violation, damages, and penalties valuations
4 and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential
5 value of the claims. However, the potential value of each claim assumed an exposure based on the
6 above-captioned action having been certified and Plaintiffs having proven all elements of the
7 claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a
8 representative basis), despite risks associated with obtaining and maintaining certification and
9 demonstrating manageability, risks to establishing liability and any underlying California Labor
10 Code and IWC Wage Order violations and damages, and significant additional costs that would
11 have to be incurred in order to certify the above captioned action and establish liability, damages,
12 and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized
13 issues predominate, such that the cases are not suitable for class treatment. While Class Counsel
14 disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the
15 circumstances and realities of the cases, applicable case law and regulations, the extensive time
16 and pay records produced by Defendant, the costs and expenses of further litigation and
17 certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel
18 calculated the potential and realistic values of each claim as follows:

- 19 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to
20 be \$3,865,975.01 (104,542 workweeks x 1 hour of unpaid overtime wages x
21 overtime hourly rate of \$36.98, which is based on the average hourly rate of \$24.65).
22 At this juncture, a discount of 70% was applied to account for the risks associated
23 with obtaining and maintaining class certification (bringing the value of this claim
24 closer to \$1,159,792.50), a discount of 60% was applied to account for the risks
25 associated with succeeding on the merits and establishing liability (bringing the
26 value of this claim closer to \$463,917.00), and a discount of 70% was applied to
27 account for the risks associated with proving the extent of damages and obtaining
28 an award thereof (bringing the value of this claim closer to \$139,175.10).

- 1 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to
2 be \$2,576,968.20 (104,542 workweeks x 1 hour of unpaid minimum wages x
3 average hourly rate of \$24.65). At this juncture, a discount of 70% was applied to
4 account for the risks associated with obtaining and maintaining class certification
5 (bringing the value of this claim closer to \$773,090.46, a discount of 60% was
6 applied to account for the risks associated with succeeding on the merits and
7 establishing liability (bringing the value of this claim closer to \$309,236.18), and a
8 discount of 70% was applied to account for the risks associated with proving the
9 extent of damages and obtaining an award thereof (bringing the value of this claim
10 closer to \$92,770.86).
- 11 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
12 value of this claim was estimated to be \$5,153,936.40 (104,542 workweeks x 2 meal
13 period premium x average hourly rate of \$24.65). At this juncture, a discount of 80%
14 was applied to account for the risks associated with obtaining and maintaining class
15 certification (bringing the value of this claim closer to \$1,030,787.28), a discount of
16 70% was applied to account for the risks associated with succeeding on the merits
17 and establishing liability (bringing the value of this claim closer to \$309,236.18),
18 and a discount of 65% was applied to account for the risks associated with proving
19 the extent of damages and obtaining an award thereof (bringing the value of this
20 claim closer to \$108,232.66).
- 21 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential
22 value of this claim was estimated to be \$7,730,904.60 (104,542 workweeks x 3 rest
23 period premiums x average hourly rate of \$24.65). At this juncture, a discount of
24 80% was applied to account for the risks associated with obtaining and maintaining
25 class certification (bringing the value of this claim closer to \$1,546,180.92), a
26 discount of 75% was applied to account for the risks associated with succeeding on
27 the merits and establishing liability (bringing the value of this claim closer to
28 \$386,545.23), and a discount of 65% was applied to account for the risks associated

1 with proving the extent of damages and obtaining an award thereof (bringing the
2 value of this claim closer to \$135,290.83).

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

5 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):
6 Based on information and data provided by Defendant, it was estimated that
7 approximately 729 Class Members had been terminated during the three-year statute
8 of limitations (i.e., from June 1, 2025). Assuming that these individuals were not
9 timely paid all wages due to them upon termination, the potential value of waiting-
10 time penalties was estimated to be \$4,311,489.69 collectively (729 individuals x [30
11 days x hourly rate of \$24.65 x 8 hours]), or approximately \$5,916.00 per individual.
12 At this juncture, a discount of 75% was applied to account for the risks associated
13 with obtaining and maintaining class certification (bringing the value of this claim
14 closer to \$1,077,872.42), a discount of 65% was applied to account for the risks
15 associated with succeeding on the merits and establishing liability (bringing the
16 value of this claim closer to \$377,255.35), and a discount of 65% was applied to
17 account for the risks associated with proving the extent of damages and obtaining
18 an award thereof (bringing the value of this claim closer to \$132,039.37).

19 g. Failure to Provide Compliant Wage Statements: The potential value of this claim
20 was calculated to be \$4,265,032.26 ([1066 initial violations x \$50 statutory penalty]
21 + [56,962 subsequent violations x \$100 statutory penalty]). At this juncture, a
22 discount of 75% was applied to account for the risks associated with obtaining and
23 maintaining class certification (bringing the value of this claim closer to
24 \$1,066,258.06), a discount of 60% was applied to account for the risks associated
25 with succeeding on the merits and establishing liability (bringing the value of this
26 claim closer to \$426,503.23), and a discount of 65% was applied to account for the
27 risks associated with proving the extent of damages and obtaining an award thereof
28 (bringing the value of this claim closer to \$149,276.13).

- 1 h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be
2 recoverable by the Labor Commissioner, therefore, the value of this claim is
3 considered as a part of the valuation of the PAGA claim contained infra.
- 4 i. Failure to Reimburse Necessary Business Expenses: The potential value of this
5 claim was estimated to be \$376,352.35 (104,542 workweeks x \$3.60 unreimbursed
6 business expenses). At this juncture, a discount of 75% was applied to account for
7 the risks associated with obtaining and maintaining class certification (bringing the
8 value of this claim closer to \$94,088.09), a discount of 75% was applied to account
9 for the risks associated with succeeding on the merits and establishing liability
10 (bringing the value of this claim closer to \$23,522.02), and a discount of 70% was
11 applied to account for the risks associated with proving the extent of damages and
12 obtaining an award thereof (bringing the value of this claim closer to \$7,056.61).
- 13 j. PAGA Penalties: The amount of civil penalties at issue, which the Court could
14 determine whether or not to assess and whether or not to reduce based on the facts
15 and circumstances of the case (to avoid an award that is unjust, arbitrary and
16 oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)),
17 were estimated to be approximately \$1,963,951.61 (1122.25806451613 aggrieved
18 employees estimated to have worked during one-year statutory period x \$1,950 civil
19 penalties). At this juncture a discount of 50% was applied to account for the risks
20 associated with possible bifurcation of discovery and/or trial (bringing the value of
21 this claim closer to \$981,975.81), a discount of 60% was applied to account for the
22 risks associated with succeeding on the merits and establishing liability (bringing
23 the value of this claim closer to \$392,790.32), and a discount of 60% was applied to
24 account for the risks associated with the Court's discretion to reduce civil penalties
25 and obtaining an award of civil penalties (bringing the value of this claim closer to
26 \$157,116.13).

27 34. The foregoing discussion confirms that the amount of the Settlement is adequate in
28 light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those

1 allegations and causes of action, and legal and factual arguments and circumstances which pose
2 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be
3 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor
4 the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is
5 clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that
6 additional discounts could be made to the risk-adjusted value to account for the costs and expenses
7 associated with further litigation and the present value of obtaining a settlement now as opposed
8 to monetary recovery, if any, that may be obtained in the future after further litigation. Class
9 Counsel recognized the circumstances and realities of the case, applicable case law and
10 regulations, and risks to recovery and applied appropriate discounts.

11 35. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in
12 the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further submit
13 that the Settlement is within an acceptable range of recovery for this type of litigation given the
14 strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the
15 costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

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

21 Executed on this 31st day of July, 2025 at Glendale, California.

22 

23 _____
24 Elizabeth Parker-Fawley

EXHIBIT 1



March 15, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: UNITED SITE SERVICES OF CALIFORNIA, INC.

Dear Representative:

We have been retained to represent Keith Gilmore against United Site Services of California, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "USS") for violations of California wage-and-hour laws. Mr. Gilmore seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Gilmore seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

USS employed Mr. Gilmore as an hourly-paid, non-exempt employee from approximately October 2021 to approximately December 2023, in the State of California.

The "aggrieved employees" that Mr. Gilmore may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, USS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 16-2001.

USS required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to,

waiting in line to clock-in and/or clock out, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Gilmore and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Gilmore and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, USS required Mr. Gilmore and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. USS also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all 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. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, USS did not provide Mr. Gilmore and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from USS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include

the total hours worked by Mr. Gilmore and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Gilmore and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Gilmore and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Gilmore and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Gilmore and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, USS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Gilmore and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, USS did not provide Mr. Gilmore and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Gilmore and the other aggrieved employees reported to work and were furnished less

than half the usual or scheduled day's work. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Gilmore and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Gilmore and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by USS. These costs include, but are not limited to, the use of a personal phone for work-related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Gilmore seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

United Site Services of California, Inc.
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd, Ste 700
Glendale CA 91203

United Site Services of California, Inc.
c/o Robert S. Blumberg
Littler Mendelson P.C.
Attorney
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

EXHIBIT 2



July 30, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: UNITED SITE SERVICES OF CALIFORNIA, INC.

Dear Representative:

We have been retained to represent Keith Gilmore against United Site Services of California, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "USS") for violations of California wage-and-hour laws. Mr. Gilmore seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Gilmore seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

USS employed Mr. Gilmore as an hourly-paid, non-exempt employee from approximately October 2021 to approximately December 2023, in the State of California.

The "aggrieved employees" that Mr. Gilmore may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, USS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 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, 1182.12, 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 IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 16-2001, and California Code of Regulations, Title 8, sections 11000 and 11040.

USS required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 98.6, 1102.5, and 432.7 prohibit an employer from discharging an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in protected conduct including *inter alia*, filing a claim or complaint with the Labor Commissioner or any government agency, initiating or participating in any proceeding relating to employee rights, engaging in protected conduct under the Labor Code, including reporting labor law violations or unpaid wages, making a written or oral complaint about wage issues or working conditions, or refusing to waive rights under the labor code. During the relevant time period, Mr. Gilmore and/or other aggrieved employees were prohibited by USS from engaging in protected activity in violation of California Labor Code sections 98.6, 96, 1102.5, 432.7 and 432.8.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Gilmore and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Gilmore and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, USS required Mr. Gilmore and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. USS also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above. Furthermore, California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all 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. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 210 requires that an employer who fails to pay the wages of employees as provided in Sections 201.3, 204, 204.1, 201.1, 205, 205.5, and 1197.5 shall pay a civil penalty in the amount of one hundred dollars (\$100) for each failure to pay employee for the initial violation and two hundred dollars (\$200) for each failure to pay each employee plus twenty-five percent (25%) of the amount unlawfully withheld for each subsequent violation. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201.3, 204, 204.1, 201.1, 205, 205.5, and 1197.5, including earned and unpaid minimum, overtime, and premium wages discussed above.

California Labor Code sections 212 and 213 prohibit employers from issuing in payment of wages due, or to become due, or as an advance on wages to be earned in the form of an order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state. During the relevant time period, Mr. Gilmore and/or other aggrieved employees were issued pay cards by USS for wages earned. These cards were useable for a fee, were not fully cashable, were not usable at all financial institutions, and/or did not have a provision for use and payment in California at no cost to the employee. During the relevant time period, USS failed to provide Mr. Gilmore and/or other aggrieved employees with checks, drafts, notes, memoranda, or other acknowledgments of indebtedness that were payable on demand without discount as required by Labor Code sections 212 and 213.

California Labor Code section 221 provides that it is unlawful for an employer to collect or receive from an employee any part of wages paid by said employer to said employee. During the relevant time period, USS unlawfully collected and/or received amounts due to Mr. Gilmore and the aggrieved employees for wages by requiring them to regularly work off-the-clock, both before and after their shifts and during meal periods, for which they were not compensated at the applicable minimum, regular, or overtime rate, and automatically deducted meal periods regardless of whether employees were actually able to take compliant meal periods.

California Labor Code section 223 provides that it is unlawful for an employer to secretly pay a lower wage while purporting to pay a minimum wage designated by statute or by contract. During the relevant time period, USS unlawfully and secretly paid a lower wage while purporting to pay the minimum wage, by requiring Mr. Gilmore and the aggrieved employees to regularly perform

job duties off-the-clock, both before and after their shifts and during meal periods, and by automatically deducting pay for meal periods and uniform rental, maintenance, and/or replacement. As a result, Mr. Gilmore and aggrieved employees were not compensated at the applicable minimum, regular, or overtime rates, in violation of California Labor Code sections 223 and 1182.12.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, USS did not provide Mr. Gilmore and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from USS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Gilmore and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the failure to include USS's correct address on the wage statement. Pursuant to California Labor Code section 226.3, any employer who violates California Labor Code section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in California Labor Code section 226, in addition to any other penalty provided by law.

California Labor Code section 227.3 requires that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served. During the relevant time period, USS did not compensate Mr. Gilmore and the aggrieved employees at their final rate of pay for unused vested paid vacation days.

California Labor Code section 232 provides that it is unlawful for an employer to require, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages, require an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages, or discharge, formally discipline, or otherwise discriminate against an employee who discloses the amount of his or her wages. During the relevant time period, USS required Mr. Gilmore and the aggrieved employees to refrain from disclosing the amount of their wages and were discharged, formally disciplined, and/or discriminated against for disclosing the amount of their wages.

California Labor Code section 232.5 provides that it is unlawful for an employer to require, as a condition of employment, that an employee refrain from disclosing information about the employer's working conditions, require an employee to sign a waiver or other document that purports to deny the employee the right to disclose information about the employer's working conditions, or discharge, formally discipline, or otherwise discriminate against an employee who discloses information about the employer's working conditions. During the relevant time period, USS required Mr. Gilmore and the aggrieved employees to refrain from disclosing information about USS's working conditions and were discharged, formally disciplined, and/or discriminated against for disclosing information about USS's working conditions.

California Labor Code sections 245 and 246 provide that an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days in the amounts required to be provided pursuant to California and local laws. During the relevant time period, Mr. Gilmore and other aggrieved employees did not receive sick pay at the proper regular of pay as required under California law due to failure to properly calculate the regular rate.

California Labor Code sections 432 and 1198.5 provide that copies of any documents relating to employment signed by an applicant or a copy of personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee must be provided to the employee upon request. During the relevant time period, USS did not provide Mr. Gilmore and other aggrieved employees copies of such documents relating to their employment when they had requested them.

California Labor Code section 432.3 provides an employer shall not rely on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer an applicant, and an employer shall not, orally or in writing, personally or through an agent, seek salary history information, including compensation and benefits, about an applicant for employment. During the relevant time period, USS had a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on USS's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment, resulting in unequal pay,

California Labor Code section 432.5 prohibits an employer from requiring any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer to be prohibited by law. During the relevant time period, USS, including its agents, managers, superintendents, and/or officers, required Mr. Gilmore and other aggrieved employees to agree, in writing, to terms and conditions known by USS (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Mr. Gilmore and other aggrieved employees by USS. Furthermore, during the relevant time period, USS had a practice or policy of requiring Mr. Gilmore and/or other aggrieved employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with USS, including but not limited to their wages and working conditions.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Gilmore and the aggrieved

employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Gilmore and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Gilmore and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Gilmore and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, USS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Gilmore and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above. Pursuant to California Labor Code section 1174.5, an employer who willfully fails to maintain the records as required by California Labor Code section 1174(d), shall be subject to a civil penalty of five hundred dollars (\$500).

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

USS failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, USS did not provide Mr. Gilmore and other aggrieved employees with the

minimum wages to which they were entitled for work performed “off-the-clock.” California Labor Code section 1194.2 provides that in any action under California Labor Code sections 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Gilmore and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, USS failed to pay Mr. Gilmore and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Gilmore and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Gilmore and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by USS. These costs include, but are not limited to, the use of a personal phone for work-related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Gilmore seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Ani Menedjian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

United Site Services of California, Inc.
c/o Robert S. Blumberg
Littler Mendelson P.C.
Attorney
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Plaintiffs Keith Gilmore (“Plaintiff Gilmore”) and Noel C. Pellerin (“Plaintiff Pellerin”) (together, “Plaintiffs”), individually and on behalf of all similarly situated current and former employees and on behalf of the State of California with respect to other aggrieved employees pursuant to the California Private Attorneys General Act, and Defendant United Site Services of California, Inc. (“Defendant”) (together with Plaintiffs, the “Parties”), subject to the terms and conditions hereof and final approval by the Court, hereby enter into the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

I. DEFINITIONS

1.1. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned as follows: *Keith Gilmore vs. United Site Services of California, Inc.*, initiated on May 20, 2024 and pending in Superior Court of the State of California, County of Sacramento, Case No. 24CV009938 (the “Gilmore Action”); *Noel C. Pellerin vs. United Site Services of California, Inc.*, initiated on June 25, 2024 and pending in Superior Court of California, County of Sacramento, Case No. 24CV012760 (“Pellerin Class Action”), and *Noel C. Pellerin vs. United Site Services of California, Inc.*, initiated on August 27, 2024 and pending in Superior Court of California, County of Los Angeles, Case No. 24STCV21871 (“Pellerin PAGA Action”).

1.2. “Administrator” means Phoenix Settlement Administrators, or such other administrator as may be approved by the Court, which shall be responsible for administering the Settlement pursuant to the terms of the Agreement, the Preliminary Approval Order, and the Final Approval Order and Judgment. The Administration Costs shall be paid out of the Gross Settlement Amount, as approved by the Court.

1.3. “Administration Costs” means the amount approved by the Court to be paid to the Administrator to perform the administration duties as described herein. It is estimated that the Administration Costs will not exceed fourteen thousand five hundred dollars (\$14,500.00).

1.4. “Aggrieved Employee(s)” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

1.5. "Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

1.6. "Class Counsel" means 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.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions (Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment together, "Attorneys' Fees and Costs").

1.8. "Class Data" means the complete list of all Class Members and Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Administrator, which will include each Class Member and Aggrieved Employee's full name, last-known mailing address, Social Security number, start and end dates employed as an hourly-paid or non-exempt employee of Defendant in California during the Class Period and PAGA Period (if applicable), Workweeks during the Class Period, and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT

1 APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without
2 material variation, attached as Exhibit A and incorporated by reference into this Agreement.

3 1.12. "Class Period" means the period from May 15, 2022, to April 7, 2025.

4 1.13. "Class Representatives" means Plaintiff Keith Gilmore and Plaintiff Noel C. Pellerin.

5 1.14. "Class Representative Service Payments" means the payments to the Class
6 Representatives in the amount of Ten Thousand Dollars (\$10,000.00) each in consideration of their
7 efforts and work performed to prosecute the Actions. Defendant will not oppose the Class
8 Representative Service Payments requested in the amounts stated herein. Plaintiffs will be issued
9 Internal Revenue Service Forms 1099 by the Administrator for the Class Representative Service
10 Payments. Plaintiffs agree they are solely responsible for the tax consequences of the Class
11 Representative Service Payments, if any. In the event that the Court (or any appellate court) awards
12 less than the amount requested for the Class Representative Service Payments, only the awarded
13 amount shall be paid and shall constitute satisfaction of those obligations and full payment thereunder,
14 and any unawarded portion of the requested Class Representative Service Payments shall be made a
15 part of the Net Settlement Amount for distribution to Participating Class Members and Aggrieved
16 Employees. The Class Representative Service Payments to Plaintiffs is in addition to the settlement
17 payments they will receive as Participating Class Members and/or Aggrieved Employees under the
18 terms of this Settlement.

19 1.15. "Class Settlement" means the settlement and resolution of all Released Class Claims.

20 1.16. "Court" means the Superior Court of California, County of Sacramento.

21 1.17. "Defendant" means named Defendant United Site Services of California, Inc.

22 1.18. "Defense Counsel" means Robert S. Blumberg, Esq. and Alan H. Emurian, Esq. of Littler
23 Mendelson, P.C.

24 1.19. "Employer Taxes" means the employer-side withholding taxes owed on the wage portion
25 of the Individual Settlement Payments.

26 1.20. "Effective Date" means the date when the Settlement becomes final. The Settlement will
27 become final upon the latest of the following dates: (1) if no Class Member timely and properly
28 objects, intervenes or files a motion to vacate the judgment under Code of Civil Procedure § 663, then

1 the date the Court enters an order granting Final Approval of the Settlement; (2) if a Class Member
2 objects, intervenes or files a motion to vacate the judgment, then sixty-one (61) calendar days
3 following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or
4 (3) if a Class Member timely and properly intervenes or files a motion to vacate the judgment under
5 Code of Civil Procedure § 663, and if a timely appeal is filed, then the date of final resolution of that
6 appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial
7 approval of the Settlement“

8 1.21. “Final Approval” means the Court’s order and judgment granting final approval of the
9 Settlement.

10 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
11 of the Settlement.

12 1.23. “Final Approval Order and Judgment” or “Final Judgment” means the judgment entered
13 by the Court upon granting Final Approval of the Settlement.

14 1.24. “Gross Settlement Amount” means the non-reversionary sum of One Million Four
15 Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$1,462,500.00) which is the
16 total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 6 below.
17 The following Court-approved payments will be paid from the Gross Settlement Amount: (i)
18 Individual Settlement Shares to Participating Class Members, as describes herein; (ii) the PAGA
19 Penalties to the LWDA and Aggrieved Employees, as describes herein; (iii) Class Representative
20 Service Payments to Plaintiffs, as described herein; (iv) Attorneys’ Fees and Costs to Class Counsel,
21 as described herein; and (v) Administration Costs to the Administrator, as described herein. The
22 Employer Taxes shall be paid separately and in addition to the Gross Settlement Amount

23 1.25. “Individual Settlement Payment” means the net payment of each Participating Class
24 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
25 withholdings with respect to the wages portion of the Individual Settlement Share.

26 1.26. “Individual Settlement Share” means the gross *pro rata* share of the Net Settlement
27 Amount that a Class Member may be eligible to receive under the Settlement, calculated according to
28 the number of Workweeks worked during the Class Period.

1.27. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.28. “LWDA PAGA Payment” means the payment to the California Labor and Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) portion of the PAGA Penalties.

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payments to Plaintiffs, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs to the Administrator.

1.30. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.

1.31. “Objection(s)” means a Participating Class Member’s written objection to the Class Settlement. A written Objection must: (a) state the name and case number of the Action; (b) state the objecting Participating Class Member’s full name, address, telephone number, and the last four digits of his or her 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 the Class Member with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) be signed by the Participating Class Member; and (g) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a written Objection has been timely submitted. Only a Participating Class Member who does not request exclusion from the Class Settlement may object to the Class Settlement.

1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33. “PAGA Period” means the period from March 15, 2023 to April 7, 2025.

1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

///

1 1.35. “PAGA Notices” means Plaintiff Gilmore’s March 15, 2024 and Plaintiff Pellerin’s June
2 24, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3,
3 subd.(a).

4 1.36. “PAGA Penalties” means the total amount of One Hundred Fifty Thousand Dollars and
5 Zero Cents (\$150,000.00), to be paid from the Gross Settlement Amount as PAGA civil penalties,
6 allocated 25% to the Aggrieved Employees (i.e., \$37,500.00) and the 75% to LWDA (i.e.,
7 \$112,500.00) in settlement of the PAGA claims in the Actions.

8 1.37. “PAGA Settlement” means the settlement and release of all Released PAGA Claims.

9 1.38. “Participating Class Member” means a Class Member who does not submit a valid and
10 timely Request for Exclusion from the Settlement.

11 1.39. “Plaintiffs” means Keith Gilmore and Noel C. Pellerin, the named Plaintiffs in the
12 Actions.

13 1.40. “Preliminary Approval” and “Preliminary Approval Order” means entry of the
14 Court order granting preliminary approval of the Settlement.

15 1.41. “Released Class Claims” means the claims being released as described in Section 5.2
16 below.

17 1.42. “Released PAGA Claims” means the claims being released as described in Section 5.3
18 below.

19 1.43. “Released Parties” means: Defendant and each of its former and present directors,
20 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents,
21 subsidiaries, or affiliates.

22 1.44. “Request(s) for Exclusion” means a letter submitted by a Class Member indicating a
23 request to be excluded from the Class Settlement. The Request for Exclusion must: (a) state the case
24 name and number of the Action, (b) be signed by the Class Member, (c) state the full name, address,
25 telephone number, and the last four digits of the Social Security Number of the Class Member
26 requesting exclusion, (d) state that the Class Member does not wish to be included in the Class
27 Settlement, and (e) be returned by mail to the Administrator at the specified address, postmarked on
28 or before the Response Deadline. The date of the postmark on the return mailing envelope on the

1 submission will be the exclusive means to determine whether a Request for Exclusion has been timely
2 submitted. A Class Member who does not request exclusion from the Class Settlement will be deemed
3 a Participating Class Member and will be bound by all terms of the Class Settlement, if the Settlement
4 is granted Final Approval by the Court.

5 1.45. "Response Deadline" means the deadline by which Class Members must submit a
6 Request for Exclusion, written Objection, and/or Workweek Dispute, which shall be the date that is
7 sixty (60) calendar days from the date of the initial mailing of the Class Notice by the Administrator.
8 Class Members to whom Class Notices are resent after having been returned undeliverable to the
9 Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has
10 expired.

11 1.46. "Settlement" means the disposition of the Actions effected by this Agreement and the
12 Final Judgment.

13 1.47. "Workweek(s)" means any week during which a Class Member worked for Defendant
14 for at least one day during the Class Period.

15 1.48. "Workweek Dispute" means a letter submitted by a Class Member disputing the number
16 of Workweeks with which they have been credited for the Class Period and/or PAGA Period (if
17 applicable), as reflected in their respective Class Notice. The Workweek Dispute must (a) state the
18 name and case number of the Actions; (b) be signed by the Class Member and/or Aggrieved Employee;
19 (c) state the full name, address, telephone number, and the last four digits of the Social Security
20 Number of the disputing Class Member and/or Aggrieved Employee, (d) state that the Class Member
21 and/or Aggrieved Employee disputes the number of Workweeks and/or PAGA Pay Periods credited
22 to him or her and what he or she contends is the correct number that should be credited to him or her,
23 (e) include information and/or attach documentation demonstrating that the number of Workweeks
24 and/or PAGA Pay Periods that he or she contends should be credited to him or her is correct, and (f)
25 be returned by mail to the Administrator at the specified address, postmarked on or before the
26 Response Deadline.

27 ///

28 ///

II. RECITALS

2.1. On March 15, 2024, Plaintiff Keith Gilmore provided written notice to LWDA and Defendant of the specific provisions of the California Labor Code that were allegedly violated by Defendant and of his intent to pursue civil penalties against Defendant based upon alleged violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders 4-2001 7-2001 and 16-2001.

2.2. On May 20, 2024, Plaintiff Gilmore filed a Class Action Complaint for Damages and Enforcement under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, alleging causes of action 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 Business & Professions Code §§ 17200, *et seq.* (11) Violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004), asserting violations of the following Labor Code provisions: 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 (“Original Gilmore Complaint”).

2.3. On June 25, 2024, Plaintiff Noel C. Pellerin filed a Class Action Complaint for Damages alleging ten causes of action for (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 Pay Vested Vacation Time; (9) Unreimbursed Business Expenses; and (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (“Pellerin Class Complaint”). On November 8, 2024,

1 the court in the Pellerin Class Action dismissed the class claims alleged in the Pellerin Class Action,
2 compelled plaintiff Noel Pellerin to arbitrate his individual claims, and stayed the action pending
3 arbitration.

4 2.4. On June 21, 2024, Plaintiff Noel C. Pellerin provided written notice to the LWDA
5 and Defendant of the specific provisions of the California Labor Code that were allegedly violated by
6 Defendant and of his intent to pursue civil penalties against Defendant. On August 27, 2024, Plaintiff
7 Pellerin filed a Complaint in Los Angeles Superior Court alleging a single cause of action under the
8 Labor Code Private Attorneys' General Act of 2004 for Civil Penalties for alleged violations of the
9 Labor Code including sections 96, 98.6, 200, 201, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 212,
10 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510,
11 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802,
12 2810.5, 3366, 3457, and 8397.4 ("Pellerin PAGA Complaint"). On December 5, 2024, the court in the
13 Pellerin PAGA Action compelled Plaintiff Pellerin to arbitrate his individual PAGA claim and stayed
14 the representative PAGA action pending the completion of arbitration.

15 2.5. On February 6, 2025, the Parties participated in arm's-length and informed
16 negotiations with Mediator Tagore Subramaniam, Esq. ("Mediator"), a respected mediator of complex
17 wage and hour actions. With the assistance of the Mediator and his evaluations, the Parties ultimately
18 reached the settlement memorialized herein.

19 2.6. Prior to mediation, the parties engaged in informal discovery, including exchange
20 of relevant documents and information, including copies of applicable wage and hour policies, Class
21 and PAGA-related statistics, and time and pay records for a sample set of 50% of Class Members.
22 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
23 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008)
24 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

25 2.7. In connection with Plaintiffs' filing the Motion for Preliminary Approval, the
26 Parties shall concurrently file a Joint Stipulation for Leave to File a First Amended Complaint with a
27 proposed order authorizing Plaintiff Gilmore to file a First Amended Complaint, which will become
28 the Operative Complaint ("Operative Complaint"), attached hereto as Exhibit B, to add Plaintiff

1 Pellerin as a named Plaintiff, and to amend the allegations to include all of the allegations set forth in
2 Plaintiff Pellerin's Class Complaint and PAGA Complaint. Defendant shall file an Answer to
3 Plaintiffs' First Amended Complaint within thirty (30) days after Plaintiffs serve a conformed copy of
4 the First Amended Complaint on Defendant. The Operative Complaint will be the operative complaint
5 in the Gilmore Action for purposes of the Settlement only. If the Court does not grant Preliminary
6 Approval and/or Final Approval of this Settlement, or if the Settlement falls through for any reason,
7 then the First Amended Complaint shall be stricken and the Original Gilmore Complaint shall become
8 the operative complaint in the Gilmore Action. For the avoidance of doubt, if the Court does not grant
9 Preliminary Approval and/or Final Approval of this Settlement, or if the Settlement falls through for
10 any reason, Plaintiff Pellerin shall remain subject to the court orders in the Pellerin Class Action and
11 Pellerin PAGA Action which (i) compelled Plaintiff Pellerin to arbitrate his individual claims,
12 including his individual PAGA claim, (ii) dismissed his class claims, and (iii) stayed both actions
13 pending completion of arbitration. The filing of the First Amended Complaint is without prejudice to
14 and does not waive Defendant's defenses thereto.

15 2.8. Defendant denies the allegations in the Operative Complaint, Original Gilmore
16 Complaint, Pellerin Class Complaint, Pellerin PAGA Complaint, denies any failure to comply with
17 the laws identified in in the Operative Complaint, Original Gilmore Complaint, Pellerin Class
18 Complaint, Pellerin PAGA Complaint, and denies any and all liability for the causes of action alleged.

19 2.9. The Court has not granted class certification in the Gilmore Action or Pellerin
20 Class Action.

21 2.10. This Agreement represents a compromise and settlement of highly disputed
22 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that
23 the claims in the Operative Complaint on behalf of the Class or Aggrieved Employees have merit or
24 that Defendant bears any liability to Plaintiffs, the Class, or Aggrieved Employees on those claims or
25 any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit.
26 The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason
27 the Settlement does not become effective, Defendant reserves the right to contest certification of any
28 class for any reason and reserves all available defenses to the claims in the Action.

2.11. The Parties, Class Counsel, and Defense Counsel, represent that they are not aware of any other pending class or PAGA matter or action asserting claims that will be extinguished or affected by the Settlement, except for the following class and PAGA action which will be extinguished by this settlement:

2.11.1. *Darrian Dickens v. United Site Services of California, Inc.*, Alameda Superior Court, Case No. 25CV107694, filed January 21, 2025, as amended (“Dickens Action”).¹

III. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 6 below, Defendant promises to pay One Million Four Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$1,462,500.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this Settlement, excluding Employer Taxes which shall be separately paid by Defendant to the Administrator. Within fifteen (15) calendar days after the Effective Date, the Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement, along with instructions regarding the settlement payment. Within thirty (30) calendar days of the Effective Date, Defendant will make a one-time deposit of the full Gross Settlement Amount (i.e., GSA), plus the Employer Taxes, to the Administrator. The Administrator shall establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations, including US Treasury Regulation section 468B-1 in which these funds will be placed and from which payments required by the Settlement Agreement will be made. Within seven (7) calendar days of the funding of the GSA, the Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Participating Class Members, (b) Individual PAGA Payment to Aggrieved Employees, (c) LWDA PAGA Payment to the California Labor and Workforce Development Agency; (d) Class Representative Service Payment to Plaintiffs; (e) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; and (f) the Administration Costs to the Administrator. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or

¹ *Dickens* pending First Amended Complaint consists of a single class claim for alleged violation of Labor Code §226, and a claim under PAGA for the alleged violation of Labor Code §226.

1 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement
2 Amount will revert to Defendant.

3 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
4 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
5 Court in the Final Approval:

6 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class
7 Representatives of not more than \$10,000 each (in addition to any Individual Settlement Payment and
8 any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class
9 Members and Aggrieved Employees). As part of the Motion for Final Approval, Plaintiffs will seek
10 Court approval for any Class Representative Service Payments no later than sixteen (16) court days
11 prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less
12 than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount
13 to be distributed to the Participating Class Members. The Administrator will pay the Class
14 Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and
15 liability for employee taxes owed on the Class Representative Service Payments. Any denial or
16 modification of the Class Representative Service Payments by the Court to the requested amount of
17 the Class Representative Service Payments will not invalidate this Settlement, and is not grounds for
18 appeal.

19 3.2.2. To Class Counsel: Class Counsel will request and Defendant will not oppose a
20 Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount (i.e.,
21 \$487,500 if the GSA remains at \$1,462,500.00), and a Class Counsel Litigation Expenses Payment
22 for reimbursement of actual costs and expenses associated with Class Counsel's litigation and
23 settlement of the Actions, in the amount of up to \$30,000.00, both of which will be paid from the
24 Gross Settlement Amount, subject to Court Approval (together "Attorneys' Fees and Costs"). These
25 amounts will cover any and all work performed and any and all costs incurred by Class Counsel in
26 connection with the litigation of the Actions, including without limitation all work performed and any
27 and all costs incurred to date, and all work to be performed and all costs to be incurred in connection
28 with obtaining the Court's approval of this Settlement, as well as any objections raised and any appeals

necessitated by those objections. Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any attorneys' fees and/or litigation costs. With respect to Attorneys' Fees and Costs to Class Counsel, the Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel; any additional expenses incurred for doing so shall be paid separately by Class Counsel and shall not be included within the Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be distributed to Participating Class Members. Any denial or modification of the attorneys' fees and/or litigation costs by the Court to the requested amount of the attorneys' fees and/or litigation costs will not invalidate this Settlement, and is not grounds for appeal. If Class Counsel appeals the Court's ruling on their request for Attorneys' Fees and Costs, any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a material alteration of this Agreement, and shall not give Plaintiffs, Class Counsel, Settlement Class Members, or Aggrieved Employees the right to modify, revoke, cancel, terminate, or void this Agreement.

3.2.3. To the Administrator: The Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed \$14,500.00 except for a showing of good cause and as approved by the Court. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for

1 the payment of Administration Costs. The Administrator's duties will include preparing, translating
2 to Spanish, printing, and mailing the Class Notices to all Class Members; conducting a National
3 Change of Address search to update Class Member addresses before mailing the Class Notices; re-
4 mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free
5 telephone number and email and a fax number to receive communications from Class Members;
6 receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with
7 weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion,
8 Objections, and Workweek disputes; calculating Individual Settlement Shares and Individual PAGA
9 Payments; issuing Individual Settlement Payment checks to Participating Class Members and
10 Individual PAGA Payments to Aggrieved Employees to effectuate the payments due under the
11 Settlement; issuing the tax reports required under this Settlement; and otherwise administering the
12 Settlement pursuant to this Agreement. The Administrator will establish and maintain and use an
13 internet website to post information of interest to Class Members including the date, time and location
14 for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the
15 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel
16 Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service
17 Payments, the Final Approval Order and Judgment. The Administrator will also maintain and monitor
18 an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
19 The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense
20 Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class
21 Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections
22 received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed
23 for Individual Settlement Payments and Individual PAGA Payments ("Weekly Report"). The Weekly
24 Reports must include the Administrator's assessment of the validity of Requests for Exclusion and
25 attach copies of all Requests for Exclusion and objections received. The Parties and their Counsel
26 represent that they have no interest or relationship, financial or otherwise, with the Administrator other
27 than a professional relationship arising out of prior experiences administering settlements.
28

3.2.4. To the extent actual Administration Costs are greater than the estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the Gross Settlement Amount, subject to approval by the Court. To the extent the Administration Costs are less, or the Court approves payment less than \$14,500.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

3.2.5. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

3.2.6. To Each Participating Class Member: Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Participating Class Members' Workweeks, as follows:

3.2.6.1. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

3.2.6.2. After Final Approval of the Settlement, the Administrator will (a) divide the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period to yield the "Final Workweek Value," and (b) multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

3.2.6.3. Tax Allocation of Individual Settlement Shares. Twenty percent (20%) of each Participating Class Member's Individual Settlement Share will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Settlement Share will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings

1 and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and
2 liability for any employee taxes owed on their Individual Settlement Share.

3 3.2.6.4. Effect of Non-Participating Class Members on Calculation of
4 Individual Settlement Shares. Non-Participating Class Members will not receive any Individual
5 Settlement Payments. The Administrator will retain amounts equal to their Individual Settlement
6 Shares in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata*
7 basis.

8 3.2.7. To the LWDA and Aggrieved Employees: Subject to approval by the Court, the
9 Parties agree that One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) will be allocated
10 from the Gross Settlement Amount towards penalties under the Private Attorneys General, California
11 Labor Code Section 2698, et seq. (“PAGA Penalties”), of which seventy-five percent (75%), or
12 \$112,500.00, will be paid to the Labor and Workforce Development Agency (i.e., the LWDA PAGA
13 Payment), and twenty-five percent (25%), or \$37,500.00, will be distributed to Aggrieved Employees
14 as Individual PAGA Payments. If the Court approves PAGA Penalties of less than the amount
15 requested, the Administrator will allocate the remainder to the Net Settlement Amount.

16 3.2.7.1. Individual PAGA Payments will be calculated and apportioned
17 from the 25% of the PAGA Penalties to Aggrieved Employees, based on the Aggrieved Employees’
18 PAGA Pay Periods during the PAGA Period, as follows: the Administrator will divide the amount of
19 the Aggrieved Employees’ twenty-five percent (25%) share of PAGA Penalties (\$37,500.00) by the
20 total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period to
21 yield the “PAGA Pay Period Value,” and multiply each Aggrieved Employee’s individual PAGA Pay
22 Periods worked during the PAGA Period to yield his or her Individual PAGA Payment. Aggrieved
23 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
24 Payment.

25 3.2.7.2. If the Court approves PAGA Penalties of less than the amount
26 requested, the Administrator will allocate the remainder to the Net Settlement Amount.

27 3.2.7.3. Tax Allocation of Individual PAGA Payments. The
28 Administrator will report one hundred percent (100%) of the Individual PAGA Payments on IRS 1099

Forms. Aggrieved Employees assume full responsibility and liability for any employee taxes owed on their Individual PAGA Payment.

IV. SETTLEMENT PROCEDURES

4.1. Class Workweeks. Based on a review of its records to date, between May 15, 2022 through February 6, 2025, Defendant estimates there are 97,500 Workweeks worked by Class Members. Between May 15, 2022 through December 31, 2024, Defendant estimates there are approximately 1,302 Class Members.

4.2. Within fourteen (14) days of the full execution of this Agreement, Defense Counsel will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement except as set forth in Paragraph 2.11.1 of this Agreement.

4.3. Preliminary Approval. Plaintiffs and Class Counsel will be responsible for drafting and submitting Plaintiffs' Motion for Preliminary Approval of the Settlement to the Court, and submitting this agreement to the LWDA. No later than thirty (30) days after the full execution of this Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' Motion for Preliminary Approval of the Settlement. Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a draft declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with the Parties or their counsel; (v) a draft declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a draft declaration

1 from Class Counsel firm attesting to its competency to represent the Class Members, its timely
2 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code
3 section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this
4 Agreement (Labor Code section 2699, subd. (l)(2)), and its analysis of the Settlement under
5 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699,
6 subd.; (vi) a redlined version of the parties' Agreement showing all modifications made to the Model
7 Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict
8 of interest with Class Members and/or the Administrator. Class Counsel will provide Defense Counsel
9 a draft of the motion at least five days before filing the motion. Defendant agrees not to oppose the
10 motion consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry
11 of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, that:

12 4.3.1. Conditionally certifies the Class for settlement purposes only;

13 4.3.2. Grants Preliminary Approval of the Settlement;

14 4.3.3. Preliminarily appoints Plaintiffs as representatives of the Class;

15 4.3.4. Preliminarily appoints Class Counsel as counsel for the Class;

16 4.3.5. Approves, as to form and content, the mutually-agreed upon and
17 proposed Class Notice and directs its mailing to the Class by First Class U.S. mail;

18 4.3.6. Appoints Phoenix Settlement Administrators as the Administrator;

19 4.3.7. Approves the manner and method for Class Members to request
20 exclusion from the Class Settlement, dispute the number of Workweeks credited to them, and/or object
21 to the Class Settlement as contained herein and within the Class Notice;

22 4.3.8. Schedules a Final Approval Hearing at which the Court will determine
23 whether the Settlement should be finally approved as fair, reasonable, and adequate as to the
24 Settlement Class Members.

25 4.4. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval
26 and/or the supporting declarations and documents, Class Counsel and Defense Counsel will
27 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good
28 faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions

1 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel
2 will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in
3 good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

4 4.5. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of
5 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft
6 Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the
7 Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other
8 purpose, and restrict access to the Class Data to Administrator employees who need access to the Class
9 Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately
10 notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information
11 and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
12 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
13 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
14 issues related to missing or omitted Class Data.

15 4.5.1. No later than three (3) business days after receipt of the Class Data,
16 the Administrator shall notify Class Counsel that the list has been received and state the number of
17 Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

18 4.6. Mailing of the Class Notices to Class Members. Within fourteen (14) days following
19 receipt of the Class Data from Defendant, Administrator will perform a search based on the National
20 Change of Address Database or any other similar services available, such as provided by Experian,
21 for information to update and correct for any known or identifiable address changes, and will mail a
22 Class Notice with Spanish translation (substantially in the form attached as Exhibit A to this Settlement
23 Agreement) to all Class Members and Aggrieved Employees identified in the Class Data, via First-
24 Class U.S. Mail, using the most current, known mailing address identified by the Administrator.

25 4.6.1. Any Class Notice returned to the Administrator within thirty (30)
26 calendar days of initial mailing with a forwarding address shall be re-mailed by the Administrator
27 within five (5) calendar days. The Administrator shall conduct a skip-trace address search for any
28 Class Member Class Notice that is returned without a forwarding address and shall, upon obtaining a

1 new or different address, re-mail the Class Member(s) Class Notice within five (5) calendar days. It
2 shall be presumed that each and every Class Member whose Class Notice is not returned to the
3 Administrator as undeliverable within thirty (30) calendar days after mailing has actually received the
4 Class Notice. The deadlines for Class Members' Objections, Requests for Exclusions, and Workweek
5 Disputes will be extended an additional fourteen (14) days beyond the Response Deadline otherwise
6 provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will
7 inform the Class Member of the extended deadline with the re-mailed Class Notice. The Administrator
8 has no obligation to make further attempts to locate or send Class Notice to Class Members whose
9 Class Notice is returned by the USPS a second time.

10 4.6.2. If the Administrator, the Parties, Defense Counsel or Class Counsel is
11 contacted by or otherwise discovers any persons who believe they should have been included in the
12 Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in
13 person or by telephone, and in good faith in an effort to agree on whether to include them as Class
14 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other
15 Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice
16 requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt
17 of Class Notice, or the deadline dates in the Class Notice, whichever is later.

18 4.7. Requests for Exclusion. Any Class Members wishing to be excluded from the Class
19 Settlement must submit a Request for Exclusion to the Administrator, by mail, postmarked on or
20 before the Response Deadline.

21 4.7.1. The Request for Exclusion must be signed by the Participating Class
22 Member and contain all information required by this Settlement Agreement. To be valid, a Request
23 for Exclusion must be timely postmarked by the Response Deadline. The date of the postmark on the
24 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
25 been timely submitted. The Administrator will certify jointly to Class Counsel and Defense Counsel
26 the Requests for Exclusion that were timely submitted, and also identify the individuals who have
27 submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court
28 in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion

1 from the Class Settlement is prohibited from making any objections to the Class Settlement. Any Class
2 Member who submits a timely and valid Request for Exclusion will not be a Participating Class
3 Member and will not have any right to object, appeal, or comment on the Class Settlement. Aggrieved
4 Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option
5 to opt out of the Class Settlement.

6 4.7.2. The Administrator may not reject a Request for Exclusion as invalid
7 because it fails to contain all the information specified in the Class Notice. The Administrator shall
8 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
9 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
10 determination shall be final and not appealable or otherwise susceptible to challenge. If the
11 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
12 may demand additional proof of the Class Member's identity. The Administrator's determination of
13 authenticity shall be final and not appealable or otherwise susceptible to challenge.

14 4.7.3. Every Class Member who does not submit a timely and valid Request
15 for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
16 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
17 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the
18 Participating Class Member actually receives the Class Notice or objects to the Settlement. Class
19 Members who do not submit a timely and valid Request for Exclusion by the Response Deadline shall
20 be bound by the terms of this Agreement, any Court order approving the terms of the Settlement, and
21 the Final Approval Order and Judgment entered thereon, as they pertain to the Class Settlement.

22 4.7.4. Every Class Member who submits a valid and timely Request for
23 Exclusion is a Non-Participating Class Member and shall not receive an Individual Settlement
24 Payment or have the right to object to the class action components of the Settlement. Because future
25 PAGA claims are subject to claim preclusion upon entry of the Final Judgment, Non-Participating
26 Class Members who are Aggrieved Employees are deemed to release the claims identified in
27 Paragraph 5.3 of this Agreement and will receive their Individual PAGA Payment.

28 ///

1 4.7.5. The Administrator will promptly review on a rolling basis Requests for
2 Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline
3 for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and
4 Defense Counsel containing (a) the names and other identifying information of Class Members who
5 have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other
6 identifying information of Class Members who have submitted invalid Requests for Exclusion; (c)
7 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8 4.8. Workweek Disputes. Any Class Member wishing to submit a dispute the number of
9 Workweeks and/or PAGA Pay Periods with which they have been credited must submit a Workweek
10 Dispute to the Administrator, by mail, postmarked on or before the Response Deadline (plus an
11 additional fourteen (14) days for Class Members whose Class Notice is re-mailed).

12 4.8.1. Absent evidence rebutting the accuracy of Defendant’s records and data
13 as they pertain to the number of Workweeks and PAGA Pay Periods to a disputing Class Member
14 and/or Aggrieved Employee, Defendant’s records will be presumed correct and determinative of the
15 dispute. However, if a Class Member and/or Aggrieved Employee produces information and/or
16 documents to the contrary, the Administrator will evaluate the materials submitted by the Class
17 Member and/or Aggrieved Employee and the Administrator will resolve and determine the number of
18 eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member and/or Aggrieved
19 Employee should be credited with under the Settlement. The Administrator shall promptly notify Class
20 Counsel and Defense Counsel of the fact that a Class Member and/or Aggrieved Employee has made
21 a dispute, provide Defense Counsel copies of all challenges or documentary evidence submitted, and
22 advise both Class Counsel and Defense Counsel of the outcome. The Administrator has the authority
23 to address and make final decisions consistent with the terms of this Agreement on all Class Member
24 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s determination
25 of each Class Member’s allocation of Workweeks and/or Pay Periods shall be final and not appealable
26 or otherwise susceptible to challenge.

27 4.9. Defendant’s Right to Withdraw. If the number of valid Requests for Exclusion identified
28 in the Exclusion List exceeds ten percent (10%) of the total of all Class Members or workweeks,

1 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if
2 Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and
3 that neither Party will have any further obligation to perform under this Agreement; provided,
4 however, Defendant will remain responsible for paying all Settlement Administration expenses
5 incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class
6 Counsel and the Court of its election to withdraw not later than fourteen (14) days after the
7 Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will
8 have no effect on this threshold for an election.

9 4.10. Objections. Any Participating Class Members wishing to object to the Class Settlement
10 must submit a written Objection to the Administrator, by mail, postmarked on or before the Response
11 Deadline. A Participating Class Member who elects to send a written objection to the Administrator
12 must do so not later than the Response Deadline (plus an additional fourteen (14) days for Class
13 Members whose Class Notice was re-mailed).

14 4.10.1. The Parties, Class Counsel and Defense Counsel shall not encourage
15 any Class Member to object to this settlement. Only Participating Class Members may object to the
16 class action components of the Settlement and/or this Agreement, including contesting the fairness of
17 the Settlement, and/or amounts requested for the Attorneys' Fees and Costs and/or Class
18 Representative Service Payments. Non-Participating Class Members have no right to object to any of
19 the class action components of the Settlement. If a Class Member submits both a Request for Exclusion
20 and an objection, only the Request for Exclusion will be accepted and the objection will be void.

21 4.11. Final Approval. After the Response Deadline, and with the Court's permission, a Final
22 Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be
23 granted, along with the amounts properly payable for (i) Individual Settlement Payments; (ii)
24 Individual PAGA Payments; (iii) LWDA PAGA Payment; (iv) Attorneys' Fees and Costs; (v) Class
25 Representative Service Payments; and (vi) Administration Costs. The Final Approval Hearing will not
26 be held earlier than the Response Deadline (plus an additional fourteen (14) days for Class Members
27 whose Class Notice was re-mailed). Unless otherwise ordered by the Court, not later than sixteen (16)
28 court days before the calendared Final Approval Hearing, Class Counsel will file in Court, a motion

1 for final approval of the Settlement that includes a request for approval of the PAGA settlement under
2 Labor Code section 2699, subd. (l), and a proposed Final Approval Order and Judgment (collectively
3 “Motion for Final Approval”). Class Counsel shall provide drafts of these documents to Defense
4 Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and
5 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to
6 resolve any disagreements concerning the Motion for Final Approval. Plaintiffs and Class Counsel
7 will be responsible for drafting and filing the motion seeking Final Approval of the Settlement. By
8 way of said motion, Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and
9 judgment which will provide for, in substantial part, the following:

10 4.11.1. Approval of the Settlement as fair, reasonable, and adequate, and
11 directing consummation of its terms and provisions;

12 4.11.2. Certification of the Class for settlement purposes;

13 4.11.3. An award of Attorneys’ Fees and Costs to Class Counsel;

14 4.11.4. Award of Class Representative Service Payments to Plaintiffs;

15 4.11.5. Direct Defendant to fund all amounts due under the Settlement
16 Agreement and ordered by the Court; and

17 4.11.6. Enter judgment in the Actions, while maintaining continuing
18 jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

19 Each Party retains the right to respond to any objection raised by a Participating Class Member,
20 including the right to file responsive documents in Court no later than five (5) court days prior to the
21 Final Approval Hearing, or as otherwise ordered or accepted by the Court.

22 If the Court does not grant Final Approval or conditions Final Approval on any material change
23 to the Settlement (including, but not limited to, the scope of release to be granted by Class Members),
24 the Parties will expeditiously work together in good faith to address the Court’s concerns by revising
25 the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the
26 amounts requested for the Class Representative Service Payments, Attorneys’ Fees and Costs and/or
27 Administrator Expenses Payment shall not constitute a material modification to the Agreement within
28 the meaning of this paragraph.

1 4.12. Administrator's Declaration. Not later than fourteen (14) days before the date by which
2 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will
3 provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
4 attesting to its due diligence and compliance with all of its obligations under this Agreement,
5 including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
6 the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for
7 Exclusion from Settlement it received (both valid or invalid), the number of written objections and
8 attach the Exclusion List. The Administrator will supplement its declaration as needed or requested
9 by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
10 declaration(s) in Court.

11 4.13. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the Attorneys' Fees and Costs reflected set forth
13 in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did
14 not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Final
15 Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to
16 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does
17 not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the
18 Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such
19 time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not
20 affect the amount of the Net Settlement Amount.

21 4.14. Appellate Court Orders to Vacate, Reverse, or Materially Modify Final Judgment. If the
22 reviewing Court vacates, reverses, or modifies the Final Judgment in a manner that requires a material
23 modification of this Agreement (including, but not limited to, the scope of release to be granted by
24 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
25 work together in good faith to address the appellate court's concerns and to obtain Final Approval and
26 entry of Final Judgment, sharing, on an equal basis, any additional Administration expenses
27 reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the
28 Court's award of the Class Representative Service Payments or any payments to Class Counsel shall

1 not constitute a material modification of the Final Judgment within the meaning of this paragraph, as
2 long as the Gross Settlement Amount remains unchanged.

3 4.15. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
4 Amount and Employer Taxes by transmitting the funds to the Administrator no later than thirty (30)
5 days after the Effective Date.

6 4.16. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant
7 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement
8 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs, the
9 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
10 Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class
11 Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not
12 precede disbursement of Individual Settlement Shares and Individual PAGA Payments.

13 4.16.1. Negotiation of Individual Settlement Payment Checks and/or
14 Individual PAGA Payment Checks. The Administrator will issue checks for the Individual Settlement
15 Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.
16 Mail, postage prepaid. The face of each check shall prominently state the date (not less than one
17 hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator
18 will cancel all checks not cashed by the void date. The Administrator will send checks for Individual
19 Settlement Payments to all Participating Class Members (including those for whom Class Notice was
20 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
21 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
22 Employees (including those for whom Class Notice was returned undelivered). The Administrator
23 may send Participating Class Members a single check combining the Individual Settlement Payment
24 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must
25 update the recipients' mailing addresses using the National Change of Address Database. If a
26 Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred fifty
27 (150) days after its last mailing to the affected individual, the Administrator will also send the

28 ///

1 individual a notice informing him or her that unless the check is cashed by the void date, it will expire
2 and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

3 4.16.2. The Administrator must conduct a Class Member Address Search for all other
4 Class Members whose checks are returned undelivered without USPS forwarding address. Within
5 seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS
6 forwarding address provided or to an address ascertained through the Class Member Address Search.
7 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed
8 checks are returned as undelivered. The Administrator shall promptly send a replacement check to any
9 Class Member whose original check was lost or misplaced, requested by the Class Member prior to
10 the void date.

11 4.16.3. For any Class Member whose Individual Settlement Payment check or
12 Individual PAGA Payment check is uncashed and cancelled after the 180-day check-cashing deadline,
13 all funds associated with such cancelled checks will be distributed by the Administrator, to the
14 California State Controller's Office Unclaimed Property Fund in the name and respective payment
15 amounts for the Participating Class Members or Aggrieved Employees whose checks were canceled
16 (i.e., in the names of the original intended recipients of the funds), or to such other *cy pres* recipient
17 designated by the Court in its discretion in connection with the Court's consideration and approval of
18 the Settlement. The Administrator shall undertake amended and/or supplemental tax filings and
19 reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the
20 cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks.
21 Participating Class Members and/or Aggrieved Employees whose Individual Settlement Payment
22 and/or Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the Settlement
23 Agreement.

24 4.16.4. The payment of Individual Settlement Payments and Individual PAGA
25 Payments shall not obligate Defendant to confer any additional benefits or make any additional
26 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
27 Agreement.

28 ///

1 4.17. Final Report by Settlement Administrator. Within ten (10) days after the
2 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
3 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
4 identification number only of all payments made under this Agreement. At least fourteen (14) days
5 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
6 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
7 payments required under this Agreement. Class Counsel is responsible for filing the Administrator's
8 declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required,
9 the Administrator shall provide this second declaration at least seven (7) days before any deadline for
10 a second declaration and Class Counsel shall be responsible for filing the second declaration with the
11 Court.

12 4.18. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Final
13 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to
14 Rule 3.769 of the California Rules of Court and California Code of Civil Procedure section 664.6
15 solely for purposes of (i) enforcing this Agreement and/or Final Judgment, (ii) addressing settlement
16 administration matters, and (iii) addressing such post-Final Judgment matters as are permitted by law.

17 4.19. Amended Judgment. If any amended judgment is required under Code of Civil
18 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
19 amended judgment.

20 **V. RELEASES OF CLAIMS.**

21 5.1. Plaintiffs' Release. Upon the Effective Date and full funding of the Gross
22 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
23 Settlement Payments, Plaintiffs and their respective former and present spouses, representatives,
24 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
25 Released Parties from all claims, transactions, or occurrences that occurred during the Class Period,
26 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based
27 on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably
28 could have been, alleged based on facts contained in the Operative Complaint or Plaintiffs' PAGA

1 Notices, or ascertained during the Actions and released under 5.2 and 5.3, below (“Plaintiffs’
2 Release.”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or
3 to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
4 workers’ compensation benefits that arose at any time, or based on occurrences outside the Class
5 Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition
6 to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that
7 Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or
8 additional facts or Plaintiffs’ discovery of them.

9 5.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
10 purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and
11 benefits, if any, of section 1542 of the California Civil Code, which reads:

12
13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
16 AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
17 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
18 PARTY.

19 5.2. Released Class Claims by Participating Class Members: Upon the Effective Date
20 and full funding of the Gross Settlement Amount and funds all employer payroll taxes owed on the
21 Wage Portion of the Individual Settlement Payments, Plaintiffs and all Participating Class Members
22 (i.e., Class Members who do not submit a timely and valid Request for Exclusion), on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, release Released Parties from all claims that were alleged, or
25 reasonably could have been alleged based upon the facts alleged in the Operative Complaint which
26 occurred during the Class Period, including, any and all claims, actions and causes of action, arising
27 during the Class Period, for: (1) violation of California Labor Code §§ 510 and 1198 (unpaid
28 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

1 California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor
2 Code § 204 (wages not timely paid during employment); (7) violation of California Labor Code §
3 226(a) (non-compliant wage statements); (8) violation of California Labor Code § 1174(d) (failure to
4 keep requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802
5 (unreimbursed business expenses); (10) violation of California Labor Code § 227.3 (failure to pay
6 vested vacation time); (11) violation of California Business & Professions Code §§ 17200, *et seq.*, and
7 those claims predicated on the same or similar facts and/or claims alleged in the Actions by Plaintiffs
8 in or prior to the Actions, including claims based on the regular rate of pay, and claims for interest,
9 penalties, pursuant to the California Labor Code and California Industrial Welfare Commission, wages
10 for violations of Labor Code Sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 205,
11 205.5, 210, 212, 213, 218, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3,
12 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1194.2, 1197, 1197.1,
13 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.5, 3366, 3457, and 8397.4 and applicable IWC Wage
14 Orders, and California Code of Regulations, Title 8, section 11000 *et seq* (“Released Class Claims”).
15 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any
16 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
17 Employment and Housing Act, unemployment insurance, disability, social security, workers’
18 compensation, or claims based on facts occurring outside the Class Period.

19 5.3. Released PAGA Claims: Upon the Effective Date and full funding of the Gross
20 Settlement Amount, all Aggrieved Employees, the State of California with respect to Aggrieved
21 Employees, and Plaintiffs are deemed to release, on behalf of themselves and their respective former
22 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
23 Released Parties for civil penalties under California Labor Code § 2698, *et. seq.* (“PAGA”), arising
24 out the facts alleged in the LWDA Notices and Operative Complaint, for violations of California Labor
25 Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204.1, 205, 205.5, 210, 212, 213, 218, 221,
26 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512,
27 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5,
28 1527, 2698, 2699, 2699.3, 2699.5, 2800, 2802, 2810.5, 3366, 3457, and 8397.4, and applicable IWC

1 Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* (“Released PAGA
2 Claims”). Except as set forth in this Paragraph 5.3 of this Agreement, the Released PAGA Claims do
3 not include other PAGA claims, underlying wage and hour claims and claims outside of the PAGA
4 Period.

5 **VI. ESCALATOR CLAUSE.** Based on its records, Defendant estimates that (i) there are
6 approximately 1,302 Class Members from May 15, 2022 to December 31, 2024, and approximately
7 97,500 Workweeks worked by Class Members during the period from May 15, 2022 through February
8 6, 2025; and (ii) there were approximately 980 Aggrieved Employees who worked 59,623 PAGA Pay
9 Periods during the period from March 15, 2023 to February 6, 2025. In the event the total number of
10 Workweeks through the date of mediation (i.e., February 6, 2025) exceeds the estimate stated in this
11 Paragraph by more than five percent (5%) due to inaccurate information or a failure to disclose covered
12 Class Members, the Gross Settlement Amount shall be increased by a proportionate additional amount
13 for each additional workweek in excess of five percent (5%). For example, if the number of workweeks
14 from May 15, 2022 through February 6, 2025 exceed this estimate by ten percent (10%), then the
15 Gross Settlement Amount would increase by five percent (5%).

16 **VII. ADDITIONAL PROVISIONS.**

17 7.1. No Admission of Liability, Class Certification or Representative Manageability for Other
18 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing
19 in this Agreement is intended or should be construed as an admission by Defendant that any of the
20 allegations in the Operative Complaint have merit or that Defendant has any liability for any claims
21 asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant’s defenses
22 in the Action have merit. The Parties agree that class certification and representative treatment is for
23 purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval,
24 Final Approval or enter Final Judgment, Defendant reserves the right to contest certification of any
25 class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and
26 Plaintiffs reserve the right to move for class certification on any grounds available and to contest
27 Defendant’s defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action
28

1 will have no bearing on, and will not be admissible in connection with, any litigation (except for
2 proceedings to enforce or effectuate the Settlement and this Agreement).

3 7.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and
4 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is
5 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another
6 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
7 specifically or generally, to any person, corporation, association, government agency, or other entity
8 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
9 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
10 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response
11 to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
12 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such
13 information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to,
14 directly or indirectly, initiate any conversation or other communication, before the filing of the Motion
15 for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to
16 this Agreement except to respond only that "the matter was resolved," or words to that effect. This
17 paragraph does not restrict Class Counsel's communications with Class Members in accordance with
18 Class Counsel's ethical obligations owed to Class Members. This paragraph does not restrict Defense
19 Counsel from disclosing to plaintiff or the court in the Dickens Action that the Parties have entered
20 into a settlement of the claims alleged in the Actions.

21 7.3. No Solicitation. The Parties separately agree that they and their respective counsel and
22 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
23 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
24 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
25 Class Members.

26 7.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
27 together with its attached exhibits shall constitute the entire agreement between the Parties relating to

28 ///

1 the Settlement, superseding any and all oral representations, warranties, covenants, or inducements
2 made to or by any Party.

3 7.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
6 terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 7.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
11 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
12 document necessary to implement the Settlement, or on any modification of the Agreement that may
13 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or
14 the Court for resolution.

15 7.7. No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
17 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
18 released and discharged by the Party in this Settlement.

19 7.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon
21 as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
22 amended) or otherwise.

23 7.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed by all Parties or their
25 representatives, and approved by the Court.

26 7.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
27 the benefit of, the successors of each of the Parties.

28 ///

1 7.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without regard to
3 conflict of law principles.

4 7.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
5 this Agreement. This Agreement will not be construed against any Party on the basis that the Party
6 was the drafter or participated in the drafting.

7 7.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
8 during Action and in this Agreement relating to the confidentiality of information shall survive the
9 execution of this Agreement.

10 7.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
11 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
12 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
13 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
14 used in any way that violates any existing contractual agreement, statute, or rule of court.

15 7.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17 7.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
18 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
19 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

20 7.17. Time Periods. The time periods and dates set forth in this Agreement with respect
21 to the giving of notices and hearings are subject to approval and modification by the Court or
22 the written stipulation of counsel for the Parties.

23 7.18. Governing Law. All terms of this Agreement and attached exhibits hereto will be
24 governed by and interpreted according to the laws of the State of California.

25 7.19. Jurisdiction of the Court. Any dispute regarding the interpretation, validity, or otherwise
26 arising out of this Agreement, or relating to the Actions, the Released Class Claims, or the Released
27 PAGA Claims, shall be subject to the exclusive jurisdiction of the Court. Plaintiffs, Class Members,
28 Aggrieved Employees, and Defendant agree to submit to the personal and exclusive jurisdiction of the

1 Court for the purpose of resolving any such dispute. If, however, for any reason final approval is not
2 granted, as set forth in Paragraph 2.7, the Parties shall revert to their respective positions as if this
3 Settlement Agreement was not signed and the First Amended Complaint shall be stricken.

4 7.20. Notice. All notices, demands or other communications between the Parties in connection
5 with this Agreement will be in writing and deemed to have been duly given as of the third business
6 day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

7 *To Plaintiffs and the Class:*

8 Arby Aiwarzian, Bar No. 269827
9 Joanna Ghosh, Bar No. 272479
10 Elizabeth Parker-Fawley, Bar No. 301592
11 Yasmin Hosseini, Bar No. 326399
12 Ani Menedjian, Bar No. 360616
13 **LAWYERS for JUSTICE, PC**
14 450 N. Brand Blvd., Suite 900
15 Glendale, California 91203
16 Telephone: (818) 265-1020
17 Fax: (818) 265-1021
18 E-mail: joanna@calljustice.com
19 elizabeth@calljustice.com
20 yasmin@calljustice.com
21 ani@calljustice.com

22 David D. Bibiyan, Bar No. 287811
23 Vedang J. Patel, Bar No. 328647
24 **BIBIYAN LAW GROUP, PC**
25 1460 Westwood Boulevard
26 Los Angeles, California 90024
27 Telephone: (310) 438-5555
28 Fax: (310) 300-1705
Email: david@tomorrowlaw.com
vedang@tomorrowlaw.com

To Defendant:

24 Robert S. Blumberg, Bar No. 161649
25 Alan H. Emurian, Bar No. 328587
26 **LITTLER MENDELSON, P.C.**
27 2049 Century Park East, 5th Floor
28 Los Angeles, California 90067.3107
Telephone: (310) 553-0308
Fax: (800) 715-1330
E-mail: RBlumberg@littler.com

AEmurian@littler.com

7.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

7.22. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on February 6, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

7.23. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF KEITH GILMORE

06/11/2025

Dated _____, 2025

Electronically Signed 2025-06-12 00:13:45 UTC - 209.184.138.142
VeriSign AssureSign® 27-63b36-3062-4372-8b9d4c29901881714

Keith Gilmore, Plaintiff

1 **PLAINTIFF NOEL C. PELLERIN**

2
3
4 Dated _____, 2025

Noel C. Pellerin, Plaintiff

5 **DEFENDANT UNITED SITE SERVICES OF CALIFORNIA, INC.**

6
7
8 Dated _____, 2025

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

9
10
11 **APPROVED AS TO FORM ONLY:**

12
13 **LAWYERS *for* JUSTICE, PC**

14
15
16 Dated June 12, 2025



Joanna Ghosh
Elizabeth Parker-Fawley
Yasmin Hosseini
Ani Menedjian
Attorneys for Plaintiff Keith Gilmore

17
18
19
20
21 **BIBIYAN LAW GROUP, PC**

22
23
24 Dated _____, 2025

David D. Bibiyan
Vedang Patel
Attorneys for Plaintiff Noel C. Pellerin

PLAINTIFF NOEL C. PELLERIN

Dated _____, 2025



Noel Christopher Pellerin (Jun 16, 2025 17:35 PDT)

Noel C. Pellerin, Plaintiff

DEFENDANT UNITED SITE SERVICES OF CALIFORNIA, INC.

Dated _____, 2025

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

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated _____, 2025

Joanna Ghosh
Elizabeth Parker-Fawley
Yasmin Hosseini
Ani Menedjian
Attorneys for Plaintiff Keith Gilmore

BIBIYAN LAW GROUP, PC

Dated 6/17, 2025



David D. Bibiyan
Vedang Patel
Attorneys for Plaintiff Noel C. Pellerin

1 **PLAINTIFF NOEL C. PELLERIN**

2
3
4 Dated _____, 2025

Noel C. Pellerin, Plaintiff

5 **DEFENDANT UNITED SITE SERVICES OF CALIFORNIA, INC.**

6
7
8 Dated June 11, 2025



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

9
10
11 **APPROVED AS TO FORM ONLY:**

12
13 **LAWYERS *for* JUSTICE, PC**

14
15
16 Dated _____, 2025

Joanna Ghosh
Elizabeth Parker-Fawley
Yasmin Hosseini
Ani Menedjian
Attorneys for Plaintiff Keith Gilmore

17
18
19
20
21 **BIBIYAN LAW GROUP, PC**

22
23
24 Dated _____, 2025

David D. Bibiyan
Vedang Patel
Attorneys for Plaintiff Noel C. Pellerin

LITTLER MENDELSON, P.C.

Dated June 11, 2025



Robert S. Blumberg
Alan Emurian
Littler Mendelson, P.C.
Attorney for Defendant

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
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021
E-mail: joanna@calljustice.com
yasmin@calljustice.com
ani@calljustice.com

David D. Bibyan, Bar No. 287811
Vedang J. Patel, Bar No. 328647
BIBYAN LAW GROUP, PC
1460 Westwood Boulevard
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.