

1 SETAREH LAW GROUP
Shaun Setareh, Bar No. 204514
2 Jose Maria D. Patino, Jr., Bar No. 270194
Tyson Gibb, Bar No. 339154
3 9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
4 Tel: 1.310.888.7771
Fax: Facsimile (310) 888-0109
5 shaun@setarehlaw.com
jose@setarehlaw.com
6 tyson@setarehlaw.com

7 Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
8 Yasmin Hosseini (SBN 326399)
Selenia Matavosian (SBN 348044)
9 Maria Halwadjian (SBN 358015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
10 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

11 Attorneys for Plaintiff
12 JAMAL GAMBLE

13 *[Additional counsel on next page]*
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SACRAMENTO**
17

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

20 Plaintiff,

21 vs.

22 AMERIPRIDE SERVICES, INC., an unknown
business entity; AMERIPRIDE SERVICES,
23 LLC, a California limited liability company;
and DOES 1 through 100, inclusive,
24

25 Defendants.
26
27
28

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

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

1 MORGAN, LEWIS & BOCKIUS LLP
Eric Meckley, Bar No. 168181
2 Sarah Zenewicz, Bar No. 258068
600 Montgomery Street, Suite 2300
3 Spear Street Tower
San Francisco, CA 94111-2725
4 Tel: +1.415.442.1000
Fax: +1.415.442.1001
5 eric.meckley@morganlewis.com
sarah.zenewicz@morganlewis.com
6

7 MORGAN, LEWIS & BOCKIUS LLP
Claire M. Lesikar, CA Bar No. 311180
1301 Second Avenue, Suite 3000
8 Seattle, WA 98101
Tel: +1.206.274.6400
9 Fax: +1.206.274.6401
claire.lesikar@morganlewis.com
10

Attorneys for Defendants
11 AMERIPRIDE SERVICES, INC. and
AMERIPRIDE SERVICES, LLC
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

8 **1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **RECITALS**

2.1 **Background and Procedural History**

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

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

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

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

7 **2.2 Benefits of Settlement**

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

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

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

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

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

13 3. SETTLEMENT TERMS

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

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

26 3.3 **Gross Settlement Amount.**

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

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

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

19 3.4 **Allocation of Gross Settlement Amount**

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

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

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

13 3.4.3 Settlement Administration Costs: The Settlement Administration Costs
14 incurred by the Settlement Administrator as a result of the procedures and processes expressly
15 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated not
16 to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Under no circumstances will
17 Defendants be required to contribute additional funds, above and in addition to the Gross Settlement
18 Amount, to cover any unexpected Settlement Administration Costs. The Settlement Administration
19 Costs shall include: all costs of administering the Settlement, including all tax document
20 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs
21 and fees associated with establishing and maintaining a Qualified Settlement Fund; all costs and
22 fees associated with preparing, issuing and mailing the Notice of Settlement and other
23 correspondence to Settlement Class Members; all costs and fees associated with communicating
24 with Settlement Class Members, Class Counsel, and Defendants' Counsel; all costs and fees
25 associated with computing, processing, reviewing, and paying the payments due under this
26 Stipulation, and resolving disputed claims; all costs and fees associated with calculating tax
27 withholdings and payroll taxes, making related payment to federal and state tax authorities, and
28 issuing tax forms relating to payments made under the Settlement; all costs and fees associated with

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

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

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

28 **3.5 Taxation**

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

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

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

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

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

1 3.7 **Releases**

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

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

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

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

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

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

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

13 4.1 **Preliminary Approval**

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

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

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

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

5 4.2 **Notice**

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

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

26 4.3 **Opt-Out Requests**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **5. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

1 **To the Class Counsel:**

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

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

14 **To Defendants' Counsel:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **AGREED AND UNDERSTOOD.**

13
14 Dated: _____, 2026

Jamal Gamble

15
16 AMERIPRIDE SERVICES, LLC

17 Dated: _____, 2026

Full Name:

Title:

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

SETAREH LAW GROUP

21
22 Dated: 8/4/2026, 2026

By: 

Shaun Setareh

Roger Ricardez

Victoria Mas

Attorneys for Plaintiff Jamal Gamble

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

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

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

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

AGREED AND UNDERSTOOD.

07/30/2026

Dated: _____, 2026

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

Jamal Gamble

AMERIPRIDE SERVICES, LLC

Dated: August 4, 2026, 2026

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

APPROVED AS TO FORM:

SETAREH LAW GROUP

Dated: _____, 2026

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

LAWYERS for JUSTICE, PC

Dated: July 31, 2026

By: Maria Halwadjian
Joanna Ghosh

Yasmin Hosseini
Selena Matavosian
Maria Halwadjian
Attorneys for Plaintiff Jamal Gamble

MORGAN, LEWIS & BOCKIUS LLP

Dated: August 4, 2026

Signed by:
By: Sarah Zenewicz
Eric Meckley

B83E5C4DF...
Sarah Zenewicz
Claire Lesikar
*Attorneys for Defendants AmeriPride Services, Inc. and
AmeriPride Services, LLC*

EXHIBIT 1

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

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

NOTICE OF SETTLEMENT

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

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

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

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

BACKGROUND ON THE LAWSUIT

1. What Is This Lawsuit And Settlement About?

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

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

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

2. Why Did I Get This Notice?

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

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

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

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

3. Why Is There A Settlement?

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

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

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

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

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

THE TERMS OF THE SETTLEMENT

5. What Is The Settlement Amount?

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

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

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

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

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

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

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

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

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

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

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

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

HOW TO GET A PAYMENT

8. How Can I Get A Settlement Payment?

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

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

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

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

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

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

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

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

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

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

11. What PAGA Claims Are Released By This Settlement?

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

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

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

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

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

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

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

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

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

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

OBJECTING TO THE CLASS SETTLEMENT

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

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

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

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

THE FINAL APPROVAL HEARING WITH THE COURT

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

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

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

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

At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Attorneys' Fees and Costs, the Class Representative's Enhancement Award, and the Settlement Administrator's Settlement Administration Costs.

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

16. Do I Have To Come To The Hearing?

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

GETTING MORE INFORMATION

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

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

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

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

eSignature Details

Signer ID:	Pttbtra3ZQEPFTxG4xvzSgLk
Signed by:	Shaun Setareh
Sent to email:	shaun@setarehlaw.com
IP Address:	104.35.37.103
Signed at:	Aug 4 2026, 11:21 am PDT