

Fill in this information to identify the case:

Debtor United Site Services of California, Inc.

United States Bankruptcy Court for the: _____ District of New Jersey
(State)

Case number 25-23640

**Modified Official Form 410
Proof of Claim**

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>Keith Gilmore, individually, and on behalf of other members of the general public similarly situated, et al, per CA PAGA</u></p> <p>_____ Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p>See summary page</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>See summary page</p>
	<p>Contact phone <u>619-269-2126</u></p> <p>Contact email <u>clstengel@outlook.com</u></p> <p>Uniform claim identifier (if you use one): _____</p>	<p>Contact phone _____</p> <p>Contact email _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 1,462,500.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Class action settlement, Superior Court, County of Sacramento, case #24CV009938

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/19/2026
MM / DD / YYYY

/s/Cheryl L. Stengel
Signature

Print the name of the person who is completing and signing this claim:

Name Cheryl L. Stengel
First name Middle name Last name

Title Attorney

Company Law Office of Cheryl L. Stengel
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7164 | International (424) 236-7220

Debtor: 25-23640 - United Site Services of California, Inc.		
District: District of New Jersey, Trenton Division		
Creditor: Keith Gilmore, individually, and on behalf of other members of the general public similarly situated, et al, per CA PAGA Lawyers for Justice, PC 450 North Brand Blvd., #900 Glendale, CA, 91203 USA Phone: 619-269-2126 Phone 2: 818-265-1020 Fax: 818-265-1021 Email: clstengel@outlook.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Disbursement/Notice Parties: TBD by Court order or third party administrator c/o Lawyers for Justice, PC 450 North Brand Blvd., #900 Glendale, CA, 91203 Phone: Phone 2: Fax: E-mail: DISBURSEMENT ADDRESS		
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Class action settlement, Superior Court, County of Sacramento, case #24CV009938		Last 4 Digits: No Uniform Claim Identifier:
Total Amount of Claim: 1,462,500.00		Includes Interest or Charges: No
Has Priority Claim: No		Priority Under:
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No		Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:
Submitted By: Cheryl L. Stengel on 19-Feb-2026 1:23:40 p.m. Pacific Time Title: Attorney Company: Law Office of Cheryl L. Stengel		


<p>ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:</p> <p>NAME: Yasmin Hosseini (SBN 326399); Ani Menedjian (SBN 360616)</p> <p>FIRM NAME: LAWYERS for JUSTICE, PC</p> <p>STREET ADDRESS: 450 North Brand Blvd., Suite 900</p> <p>CITY: Glendale STATE: CA ZIP CODE: 91203</p> <p>TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021</p> <p>EMAIL ADDRESS: yasmin@calljustice.com; ani@calljustice.com</p> <p>ATTORNEY FOR (name): Plaintiff Keith Gilmore</p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO</p> <p>STREET ADDRESS: 720 9th Street</p> <p>MAILING ADDRESS:</p> <p>CITY AND ZIP CODE: Sacramento 95814</p> <p>BRANCH NAME: Gordon D. Schaber Sacramento County Courthouse</p>	<p><i>FOR COURT USE ONLY</i></p> <p>ELECTRONICALLY FILED</p> <p>Superior Court of California County of Sacramento</p> <p>09/09/2025</p> <p>By: <u> A. Gray </u> Deputy</p>
<p>PLAINTIFF/PETITIONER: Keith Gilmore</p> <p>DEFENDANT/RESPONDENT: United Site Services of California, Inc.</p>	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE</p> <p style="padding-left: 40px;">(Amount demanded (Amount demanded was exceeded \$35,000) \$35,000 or less)</p>	<p>CASE NUMBER: 24CV009938/Dept. 22</p>

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): September 5, 2025
 2. A copy of the judgment, decree, or order is attached to this notice.
- EXHIBIT 1 - ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Date: September 9, 2025

Ani Menedjian
(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: Keith Gilmore DEFENDANT/RESPONDENT: United Site Services of California, Inc.	CASE NUMBER: 24CV009938/Dept. 22
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:
PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
- b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- | | |
|--|--|
| <ul style="list-style-type: none"> a. Name of person served:
 Street address: City: State and zip code: | <ul style="list-style-type: none"> c. Name of person served:
 Street address: City: State and zip code: |
| <ul style="list-style-type: none"> b. Name of person served:
 Street address: City: State and zip code: | <ul style="list-style-type: none"> d. Name of person served:
 Street address: City: State and zip code: |

Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date: September 9, 2025

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Electronically Received 08/29/2025 04:10 PM

1 Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
2 Elizabeth Parker-Fawley (SBN 301592)
Ani Menedjian (SBN 360616)
3 **LAWYERS for JUSTICE, PC**
450 North Brand Blvd., Suite 900
4 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

5 *Attorneys for Plaintiff Keith Gilmore*

6
7 David D. Bibiyan (SBN 287811)
Vedang J. Patel (SBN 328647)
8 **BIBIYAN LAW GROUP, P.C.**
1460 Westwood Boulevard
Los Angeles, California 90024
9 Tel: (310) 438-5555/ Fax: (310) 300-1705

10 *Attorneys for Plaintiff Noel C. Pellerin*

FILED
Superior Court of California
County of Sacramento
09/05/2025
V. Aleman, Deputy

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SACRAMENTO**

14 KEITH GILMORE, and NOEL C.
PELLERIN, individually, and on behalf of
15 other members of the general public similarly
16 situated and on behalf of other aggrieved
employees pursuant to the California Private
17 Attorneys General Act;

18 Plaintiffs,

19 vs.

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

22 Defendants.
23
24
25
26
27
28

Case No.: 24CV009938

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

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

Date: September 5, 2025
Time: 10:30 a.m.
Department: 22

Complaint Filed: June 4, 2025
FAC Filed: August 27, 2025
Trial Date: None Set

1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the
2 Superior Court of the State of California, for the County of Sacramento, on September 5, 2025, at
3 10:30 a.m. for Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Keith Gilmore and Bibiyan Law Group,
5 P.C. appears as counsel for Plaintiff Noel C. Pellerin (together, “Plaintiffs”), individually and on
6 behalf of all others similarly situated and other aggrieved employees, and Littler Mendelson, P.C.
7 appears as counsel for Defendant United Site Services of California, Inc. (“Defendant”).

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 3**”
14 to the Declaration of Elizabeth Parker-Fawley in Support of Plaintiffs’ Motion for Preliminary
15 Approval of Class Action Settlement filed with the Court on July 31, 2025. This is based on the
16 Court’s determination that the Settlement falls within the range of possible approval as fair,
17 adequate, and reasonable.

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

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

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

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

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

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

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

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

///

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

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

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

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

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

8 13. A Final Approval Hearing shall be held before this Court on March 6, 2026 at 9:00
9 a.m. in Department 22 of the Superior Court of California for the County of Sacramento, located at
10 720 9th Street, Sacramento, California 95814, to determine all necessary matters concerning the
11 Settlement, including: whether the proposed settlement of the actions on the terms and conditions
12 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
13 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
14 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
15 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
16 approve the requests for the Attorneys' Fees and Costs, Class Representative Service Payment, and
17 Administration Costs.

18 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
19 Attorneys' Fees and Costs, Class Representative Service Payment, PAGA Penalties, and
20 Administration Costs, along with the appropriate declarations and supporting evidence, including
21 the Administrator's declaration, by February 10, 2026, to be heard at the Final Approval Hearing.

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

1 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

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

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

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

23 **IT IS SO ORDERED.**

24
25 Dated: 09/05/2025



By:



The Honorable Lauri A. Damrell
Judge of the Superior Court

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

1. WHAT IS THE ACTION ABOUT?

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

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

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

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

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

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

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

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

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

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and USSCA are asking the Court to approve an allocation of twenty percent (20%) of each Individual Settlement Share to taxable wages (“Wage Portion”) and eighty percent (80%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. USSCA will separately pay employer payroll taxes it owes on the Wage Portion. The

Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Shares on IRS 1099 Forms.

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

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

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

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

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

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, or affiliates ("Released Parties") from all claims that were alleged, or reasonably could have been alleged based upon the facts alleged in the Operative

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

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

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

5. HOW WILL I GET PAID?

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

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

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) _____ in Department 22 of the Sacramento Superior Court, located at 720 Ninth Street, Sacramento, CA 95814. If you desire to appear remotely at the Final Approval Hearing, you may appear by joining Department 22's Zoom link (<https://saccourt-ca-gov.zoomgov.com/my/sscdept22>) or phone number (Telephone: (833) 568-8864 / ID: 16184738886). Instructions are provided by the Court at: <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>.

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

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

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

Class Counsel:

Joanna Ghosh, Bar No. 272479
Yasmin Hosseini, Bar No. 326399
Ani Menedjian, Bar No. 360616
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021
E-mail: joanna@calljustice.com
yasmin@calljustice.com
ani@calljustice.com

David D. Bibyan, Bar No. 287811
Vedang J. Patel, Bar No. 328647
BIBYAN LAW GROUP, PC
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555
Fax: (310) 300-1705
Email: david@tomorrowlaw.com
vedang@tomorrowlaw.com

Settlement Administrator:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

PROOF OF SERVICE

1
2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite
5 900, Glendale, California 91203.

6 On September 9, 2025, I served the foregoing document(s) described as: **NOTICE OF**
7 **ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic
8 Service as follows:

9 Robert S. Blumberg
10 Alan Emurian
11 **LITTLER MENDELSON, P.C.**
12 2049 Century Park East, 5th Floor
13 Los Angeles, California 90067-3107

14 Emails: RBlumberg@littler.com; AEmurian@littler.com; NPalencia@littler.com

15 *Attorneys for* Defendant United Site Services of California, Inc.

16 David D. Bibiyan
17 Vedang J. Patel
18 **BIBIYAN LAW GROUP, P.C.**
19 1460 Westwood Boulevard
20 Los Angeles, California 90024

21 Emails: david@tomorrowlaw.com; vedang@tomorrowlaw.com

22 *Attorneys for* Plaintiff Noel C. Pellerin

23 **[X] BY E-MAIL**

24 The above-referenced document(s) was transmitted to the person(s) at the e-mail
25 address(es) listed herein at their most recent known e-mail address or e-mail of record in
26 this action. I did not receive, within reasonable time after the transmission, any electronic
27 message or other indication that the transmission was unsuccessful.

28 State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce
Development Agency through the online system established for the submission of
notices and documents, in conformity with California Labor Code section 2699(l). I did
not receive, within a reasonable time after the transmission, any electronic message or
other indication that the transmission was unsuccessful.

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STATE

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

Executed on September 9, 2025, at Glendale, California.



Andy Hernandez