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DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
TALIA LUX (SBN 336074)  
**JUSTICE LAW CORPORATION**  
751 N. Fair Oaks Avenue, Suite 101  
Pasadena, California 91103  
Telephone: (818) 230-7502  
Facsimile: (818) 230-7259

*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN JOAQUIN**

ADAM LOERA, MIGUEL DIAZ, DAVID  
STARR, SUDIPA BISTA and RICK ZURLO,  
individually, on behalf of other members of  
the general public similarly situated, and on  
behalf of aggrieved employees pursuant to the  
Private Attorneys General Act ("PAGA");

Plaintiffs,

v.

TRUGREEN, INC., a Delaware corporation;  
TRUGREEN LIMITED PARTNERSHIP, a  
Delaware limited partnership; and DOES 1  
through 100, inclusive;

Defendants.

Case No.: STK-CV-UOE-2022-0005745

Assigned for All Purposes to:  
Honorable Barbara Kronlund  
Department 10D

**CLASS ACTION**

**PROPOSED ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Hearing Date: **NOV 08 2022**  
Hearing Time: 9:00 a.m.  
Hearing Place: Department 10D

Complaint Filed: July 11, 2022  
FAC Filed: September 1, 2022  
Trial Date: None Set

SEP 30 2022

1 A preliminary approval hearing was held before this Court on \_\_\_\_\_ at 9:00 a.m.,  
2 for the purpose of determining, among other things, whether the Settlement was within the range  
3 of possible approval and whether notice to the Class Members of its terms and conditions, and  
4 the scheduling of a Final Approval Hearing, will be worthwhile. Appearing at the hearing was  
5 Fisher & Phillips LLP on behalf of Defendants TruGreen, Inc. and TruGreen Limited Partnership  
6 (“Defendants”) and Justice Law Corporation on behalf of Plaintiffs Adam Loera, Miguel Diaz,  
7 David Starr, Sudipa Bista, and Rick Zurlo (“Plaintiffs”) and the Class.

8 Having reviewed the papers and documents presented, heard the statements of counsel,  
9 considered the matter, and made findings and rulings at the hearing,

10 **IT IS HEREBY ORDERED:**

11 1. The Court hereby GRANTS preliminary approval of the terms and conditions  
12 contained in the Joint Stipulation of Class Action Settlement and Release (“Settlement  
13 Agreement,” “Settlement,” or “Agreement”). The Court preliminarily finds the terms of the  
14 Settlement Agreement appear to be within the range of possible approval, pursuant to the  
15 provisions of section 382 of the Code of Civil Procedure.

16 2. It appears to the Court on a preliminary basis: (a) the Settlement is fair and  
17 reasonable to the Class when balanced against the probable outcome of further litigation; (b)  
18 significant discovery, investigation, research, and litigation have been conducted such that the  
19 Parties’ counsel can reasonably evaluate their respective positions; (c) settlement at this time will  
20 avoid substantial costs, delay, and risks that would be presented by further litigation; and (d) the  
21 Settlement was reached as the result of intensive, serious, and non-collusive negotiations. Thus,  
22 the Court preliminarily finds the Settlement was entered into in good faith.

23 3. The Court hereby GRANTS conditional certification of the Class, in accordance  
24 with the Settlement, for the purposes of this settlement only. The Class is defined as all current  
25 and former hourly-paid or non-exempt employees of Defendants within the State of California at  
26 any time during the period from January 19, 2017 through August 31, 2022 (“Class,” “Class  
27 Members,” and “Class Period”).

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1           4.     The Court hereby authorizes the retention of CPT Group, Inc. ("CPT Group") as  
2 Claims Administrator for the purpose of the Settlement.

3           5.     The Court hereby conditionally finds Douglas Han, Shunt Tatavos-Gharajeh, and  
4 Talia Lux of Justice Law Corporation may act as counsel for the Class, and that Plaintiffs may  
5 conditionally act as the class representatives.

6           6.     The Court hereby APPROVES the Notice of Class Action Settlement, attached  
7 hereto as **Exhibit A**. The Court finds the Notice of Class Action Settlement along with the  
8 related notification materials constitute the best notice practicable under the circumstances and  
9 are in full compliance with the laws of the State of California, to the extent applicable, and the  
10 requirements of due process, as well as Rules of Court, rule 3.766. The Court further finds the  
11 Notice of Class Action Settlement appears to inform the Class Members of all material elements  
12 of the Settlement, each Class Member's right to be excluded from the Class, and each Class  
13 Member's right to object to the Settlement. Thus, the Court finds the notice requirements of  
14 Rules of Court, rule 3.769, subdivisions (c) and (f) are satisfied, and the Notice of Class Action  
15 Settlement adequately advises Class Members of their rights under the Settlement.

16           7.     Within thirty (30) business days of Preliminary Approval, Defendants will  
17 provide the Class List(s) to the Claims Administrator. The Class List will be formatted in a  
18 readable Microsoft Office Excel spreadsheet and will include each Class Member's: (a) full  
19 name; (b) last known mailing address (identified from Defendants' payroll records); (c) Social  
20 Security Number; (d) dates of employment and number of workweeks worked for Defendants  
21 during the Class Period; and (e) any other relevant information required by the Claims  
22 Administrator to calculate the estimated settlement payments ("Class List").

23           8.     Within fifteen (15) calendar days of receipt of the Class List(s), the Claims  
24 Administrator will perform a search based on the National Change of Address Database, or any  
25 other similar services available, and mail a Notice of Class Action Settlement and Claim Form  
26 (collectively, known as the "Notice Packet") to all Class Members via regular First-Class U.S.  
27 Mail, using the most current, known mailing addresses available.

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1           9.     The Court hereby APPROVES the proposed Claim Form for use in administering  
2 the Settlement, attached hereto as Exhibit B. Claim Forms must be mailed to Class Members  
3 along with the Notice of Class Action Settlement. To receive Individual Settlement Payments, all  
4 Class Members will be required to submit a timely and valid Claim Form within sixty (60)  
5 calendar days from the initial mailing of the Notice Packet by the Claims Administrator  
6 (“Response Deadline”). All Claim Forms must be signed and returned to the Claims  
7 Administrator via first class mail or fax and postmarked or faxed by the Response Deadline. The  
8 date of the postmark on the return mailing envelope will be the exclusive means to determine  
9 whether a Claim Form has been timely submitted.

10           10.    The Court hereby APPROVES the proposed procedure for requesting exclusion  
11 from the Settlement. Any Class Member wishing to opt out from the Settlement must sign and  
12 postmark a written Request for Exclusion to the Claims Administrator within the Response  
13 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to  
14 determine whether a Request for Exclusion has been timely submitted. Any Class Member who  
15 does not affirmatively opt-out of this Stipulation of Settlement by submitting a timely and valid  
16 Request for Exclusion (“Settlement Class Member”) will be bound by all its terms, including  
17 those pertaining to the Released Claims, as well as any Judgment that may be entered by the  
18 Court if it grants final approval to the Settlement.

19           11.    The Parties’ counsel are authorized to correct any typographical errors in the  
20 Notice Packet and make clarifications, to the extent the same are found or needed, so long as  
21 such corrections do not materially alter the substance of the documents.

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1           12.    The Court further ORDERS a Final Approval Hearing shall be conducted to  
2 determine final approval of the Settlement along with the amount properly payable for: (a)  
3 Individual Settlement Payments; (b) Attorneys' Fees and Costs; (c) Class Representative  
4 Enhancement Payments; (d) Claims Administration Costs; and (e) Private Attorneys General Act  
5 of 2004 Payment. The Final Approval Hearing is set to be heard on \_\_\_\_\_ at  
6 \_\_\_\_\_ in Department 10D of the Superior Court of California, County of San Joaquin.  
7 Justice Law Corporation shall file the moving papers and appropriate declarations and supporting  
8 evidence by \_\_\_\_\_.

9           13.    The Court further ORDERS each Class Member who submits a valid and timely  
10 objection shall have a right to appear at the Final Approval Hearing to have their objections  
11 heard by the Court. To object to the Settlement, a Class Member must file a valid Notice of  
12 Objection with the Court and serve copies of the Notice of Objection on the Parties before the  
13 Response Deadline. The postmark date of the filing and service will be deemed the exclusive  
14 means for determining that the Notice of Objection is timely. Class Members who fail to object  
15 in the specific and technical manner specified will be deemed to have waived all objections to  
16 the Settlement and will be foreclosed from making any objections and seeking any adjudication  
17 or review, whether by appeal or otherwise, to the Settlement.

18           14.    The Court further ORDERS to facilitate administration of the Settlement, all  
19 Class Members, including Plaintiffs, are hereby enjoined from filing or prosecuting any claims,  
20 suits, or administrative proceedings (including filing or pursuing claims with the California  
21 Division of Labor Standards Enforcement and the California Labor and Workforce Development  
22 Agency) regarding claims released by the Settlement, unless and until such Class Members have  
23 filed valid Requests for Exclusion with the Claims Administrator.

24           15.    The Court further ORDERS pending further order of this Court, all proceedings in  
25 this case, except those contemplated herein and in the Settlement, are stayed.

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16. Upon the Effective Date, Plaintiffs and all Settlement Class Member will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties any and all Released Claims for any period during the period from January 19, 2017 through August 31, 2022.

17. If the Court does not finally approve the Settlement, or the Settlement does not become final for any other reason, then the Settlement, and any documents generated to bring it into effect, will be null and void. Further, any order or judgment entered by the Court in furtherance of the Settlement, including this order, will be treated as void from the beginning.

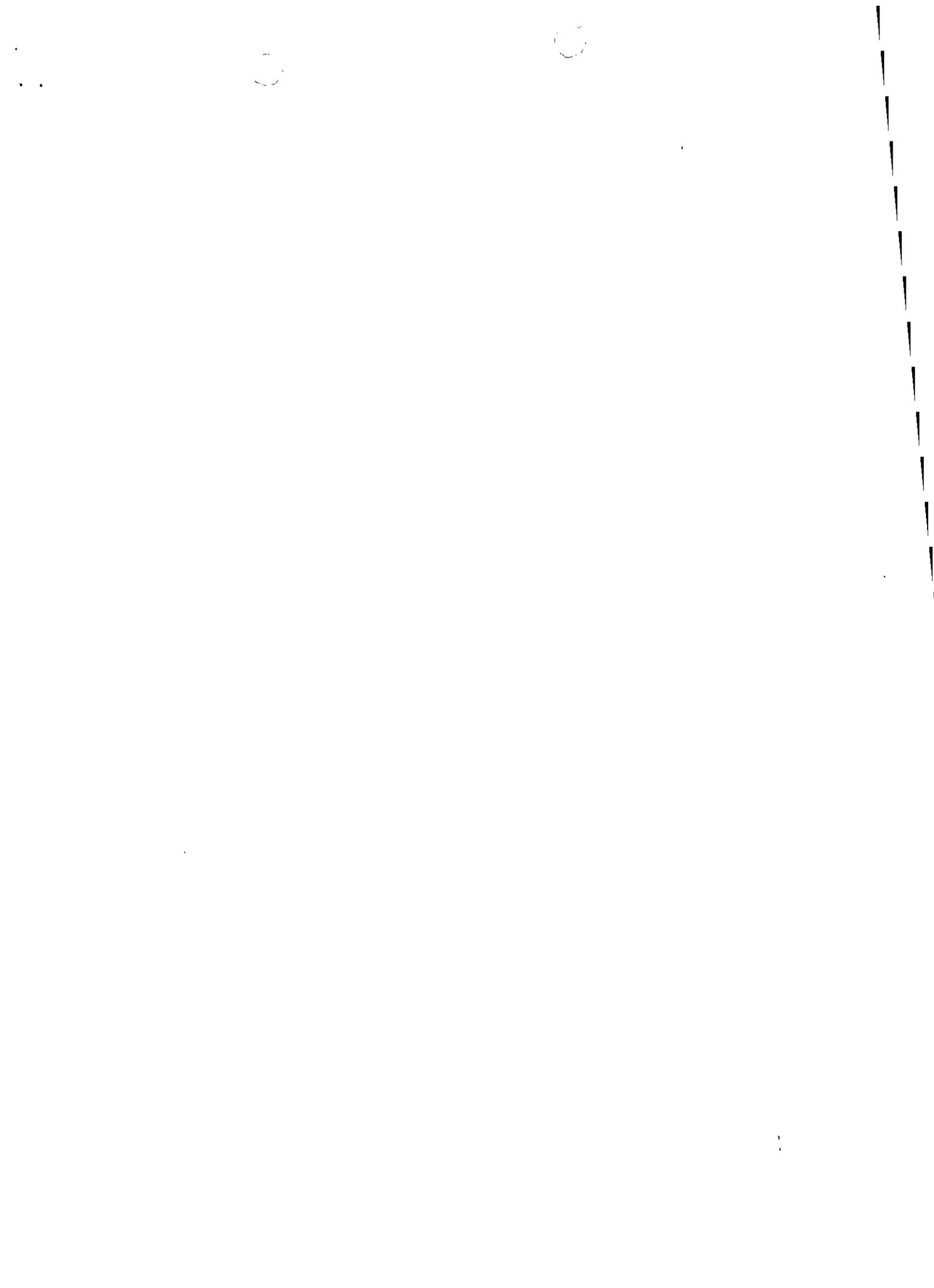
18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

**IT IS SO ORDERED.**

Dated: 11/8, 2022

  
\_\_\_\_\_  
Honorable Barbara Kronlund  
Judge of the Superior Court

# **EXHIBIT A**



## NOTICE OF CLASS ACTION SETTLEMENT

*Adam Loera et al. v. TruGreen, Inc. & TruGreen Limited Partnership*  
San Joaquin County Superior Court Case No.  
(Complaint Filed July 11, 2022)

*You are not being sued. This notice affects your rights. Please read it carefully*

To: All current and former hourly-paid, non-exempt employees of Defendant TruGreen, Inc. or TruGreen Limited Partnership (collectively, "Defendant") within the State of California at any time from January 19, 2017 through August 31, 2022 ("Class" and "Class Member(s)").

You are receiving this Notice of Class Action Settlement because you have been identified as a person who worked or currently works as an hourly-paid, non-exempt employee of Defendant within the State of California at any time from January 19, 2017 through August 31, 2022.

On [REDACTED], 2022, the Honorable [REDACTED] of the Superior Court of the State of California for the County of San Joaquin granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

### **The amount of your estimated payment is listed on the enclosed Claim Form**

To participate in the settlement and to receive your payment, you must mail a Claim Form to the Claims Administrator by not later than [REDACTED]. If you fail to postmark or fax a Claim Form by [REDACTED], you will not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on [REDACTED] at [REDACTED] a.m./p.m. in Department 10D of the San Joaquin County Superior Court located at 180 East Weber Avenue, Stockton, California 95202. You are not required to attend the Hearing, but you are welcome to do so.

### **Summary of the Litigation**

Plaintiffs Adam Loera, Miguel Diaz, David Starr, Rick Zurlo, and Sudipa Bista (collectively, "Plaintiffs") are former employees of Defendant. Plaintiffs sued Defendant for violations of the California Labor Code and Business & Professions Code, including allegations that Defendant failed to provide appropriate meal and rest breaks and that Plaintiffs were not properly compensated for all hours worked and were not reimbursed for all business expenses. Defendant denies Plaintiffs' allegations and contends that it complied with all applicable laws, including the laws governing hours worked and meal and rest breaks.

Plaintiffs and Defendant entered into settlement discussions to attempt to resolve the claims in their case. On May 31, 2022, the parties were able to finalize a settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Justice Law Corporation ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

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Defendant has denied and continues to deny the factual and legal allegations in Plaintiffs' case and believes that the claims have no merit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case solely for economic efficiency.

### **Summary of Settlement Terms**

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for the Maximum Settlement Amount of up to \$1,100,000. This amount is inclusive of: (1) individual settlement payments to participating Class Members; (2) Class Representative Enhancement Payments to Plaintiffs of up to \$10,000 each; (3) Claims Administration Costs currently estimated at \$20,000; (4) \$385,000 in attorneys' fees and up to \$25,000 in litigation costs and expenses to Class Counsel; (5) \$50,000 in PAGA Payment (civil penalties) to be divided 75% to the State of California and 25% to the Class Members.

After deducting the Class Representative Enhancement Payments, Claims Administration Costs, the payment to the California Labor and Workforce Development Agency, and attorneys' fees and costs/expenses, a total of approximately \$570,000 will be available for Class Members to claim by submitting Claim Forms ("Net Settlement Amount").

The Class Administrator will make settlement payments to each Class Member who submits a valid and timely Claim Form (a "Verified Claimant"). All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period.

If less than 50% of the Net Settlement Amount is claimed, then each participating Class Member's claim will be increased proportionally until 50% of the Total Net Settlement Amount is paid to all Verified Claimants.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 85% of each Class Member's Individual Settlement Payment will be treated as penalties and interest, and 15% will be treated as wages.

### **Your Options Under the Settlement**

***Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.***

#### **Option 1 – Submit a Claim Form to Be Eligible for Payment**

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail it or fax it to the Claims Administrator postmarked no later than \_\_\_\_\_, 2022.

#### **Option 2 – Opt Out of the Settlement**

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must set forth your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail, or equivalent, to the address below.

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

Claims Administrator  
c/o \_\_\_\_\_  
\_\_\_\_\_

The written request to be excluded must be postmarked not later than [REDACTED]. If you submit a request for exclusion which is not postmarked by [REDACTED], your request for exclusion will be rejected, and you will be included in the settlement class.

**Option 3 – File an Objection with the Court**

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Court an objection stating why you object to the settlement. For the objection to be valid, it must include: (i) your full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) a clear reference to the title of this case and case number; and (iv) copies of any papers, briefs, or other documents upon which the objection is based. Further, if you intend to appear at the Final Approval hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Talia Lux, Esq.  
**JUSTICE LAW CORPORATION**  
751 North Fair Oaks Avenue, Suite 101  
Pasadena, California 91103  
Tel: (818) 230-7502  
Class Counsel

Robert Yonowitz, Esq.  
John A. Mavros, Esq.  
Kristina Noel Buan, Esq.  
**FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
Irvine, California 92614  
Tel: (949) 851-2424  
Counsel for TruGreen, Inc. and TruGreen Limited  
Partnership

All objections must be filed with the Court not later than [REDACTED]. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the San Joaquin County Superior Court and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

**Option 4 – Do Nothing**

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing. In addition, under both Options 1 and 4 (or 3 if the Court approved the Settlement), you will be deemed to have released or waived the following claims:

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

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The claims released by the Class Members include, but are not limited to, any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that arose or accrued during the Class Period that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Actions. The Released Claims include claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay overtime and double time at the proper rate; failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to reimburse for business-related expenses, failure to furnish accurate wage statements, record keeping violations, failure to pay wages timely during employment, failure to pay final wages upon separation of employment, failure to provide paid sick days, failure to pay sick days at the appropriate rate, claims related to unlawful and unfair business practices, claims related to donning and doffing, claims related to pre and post-shift work, failure to properly calculate the regular rate of pay, and claims derivative and/or related to these claims. The Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation any provision of the California Labor Code; California Business & Professions Code sections 17200 *et seq.*; any provision of the applicable California Industrial Welfare Commission Wage Orders; and claims that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action. Accordingly, if the facts relating in any manner to this Stipulation of Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims, provided such unknown claims arise from or are related to the same facts alleged in the complaint ("Released Claims").

If you choose **Option 2**, you will no longer be a Class Member and will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement, but only if you complete your Claim Form and postmark it by \_\_\_\_\_, 2022. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

#### **Additional Information**

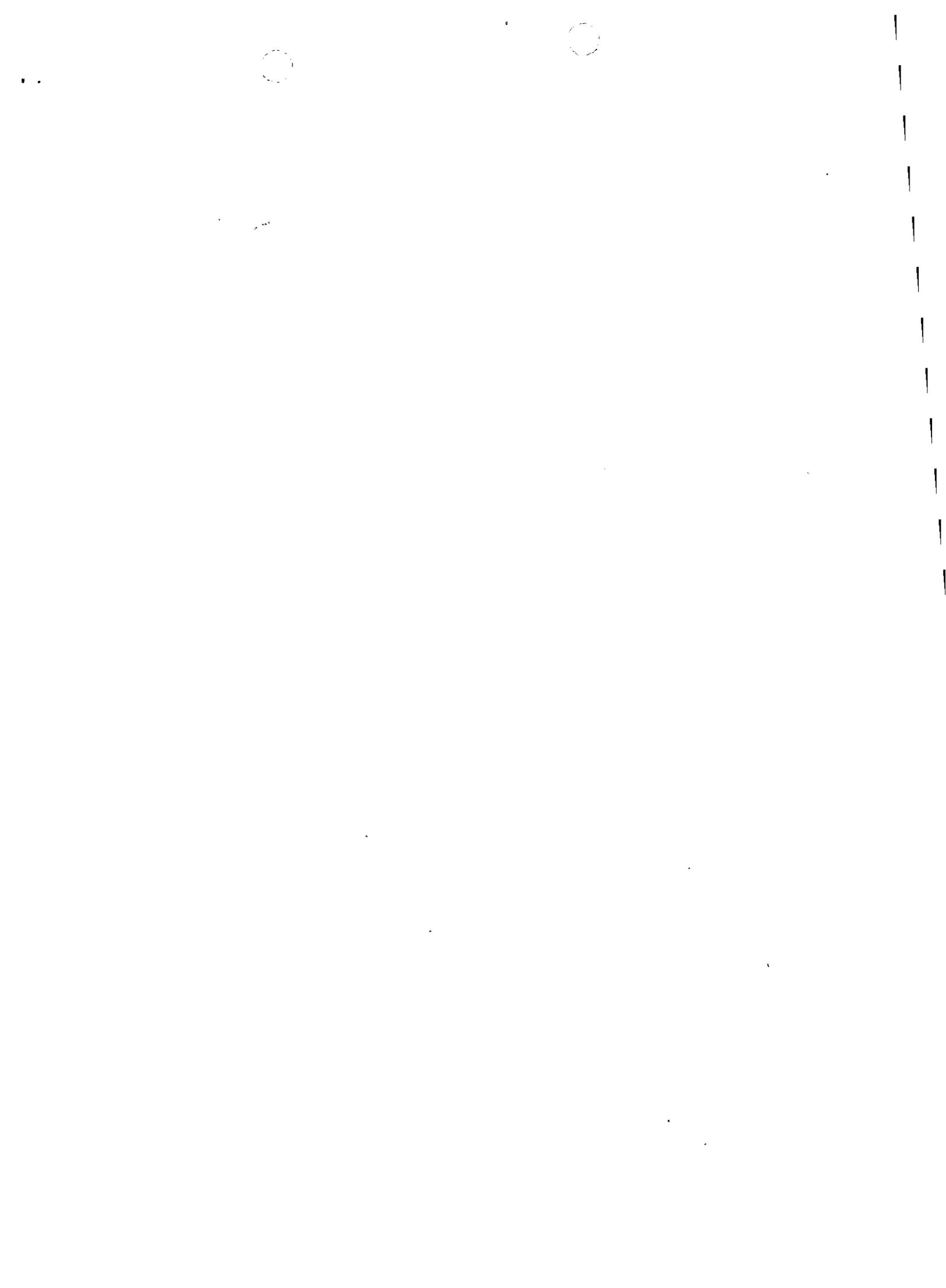
**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Defendant class action settlement.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreements, and other papers filed in the case. Copies of these documents may be obtained at the San Joaquin County Superior Court Office of the Clerk located at 180 E Weber Avenue, Stockton, California 95202.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT; THE JUDGE; TRUGREEN, INC.; TRUGREEN LIMITED PARTNERSHIP; OR TRUGREEN'S ATTORNEYS WITH INQUIRIES.**

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

# **EXHIBIT B**



**CLAIM FORM**  
**Return This Form To Receive Your Settlement Payment**

<i>Adam Loera et al. v. TruGreen Inc. &amp; TruGreen Limited Partnership</i> San Joaquin County Superior Court Case No. _____ <b>MAIL OR FAX TO:</b> c/o Claims Administrator [Address] Fax: (*** ) ***-****
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**Your Claim Form must be completed and received by fax or postmarked on or before \_\_\_\_\_, or it will be rejected.**

**You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.**

||||| Claim #  
First Name, Last Name  
c/o  
Address1 Address2  
City, State, Zip, Country

Name/Address Changes (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_  
Area Code Home Telephone Number

( ) \_\_\_\_\_  
Area Code Alternate Telephone Number

**Calculation of Settlement Payments:** Each participating Class Member's share of the settlement is based upon the number of workweeks he or she worked during the relevant Class Period.

According to records maintained by TruGreen, Inc. and TruGreen Limited Partnership (collectively, "Defendant"), you worked for Defendant as an hourly, non-exempt employee in the State of California at some point between January 19, 2017 through August 31, 2022. In particular, the available records indicate that you worked for a total of [NUMBER] workweeks during the Class Period, which is defined as the period from January 19, 2017 through August 31, 2022. Based on the preceding information, your estimated Individual Settlement Payment is [AMOUNT]. Your final actual share may vary depending on the number of workweeks represented by claimants participating in this settlement.

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken, and attach all supporting documentation:


If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties will be final and binding with no opportunity for further appeal.

**CLAIM FORM**  
**Return This Form To Receive Your Settlement Payment**

Your signature below constitutes a full release, waiver, and discharge of the following claims:

The claims released by the Class Members include, but are not limited to, any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that arose or accrued during the Class Period that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Actions. The Released Claims include claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay overtime and double time at the proper rate; failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to reimburse for business-related expenses, failure to furnish accurate wage statements, record keeping violations, failure to pay wages timely during employment, failure to pay final wages upon separation of employment, failure to provide paid sick days, failure to pay sick days at the appropriate rate, claims related to unlawful and unfair business practices, claims related to donning and doffing, claims related to pre and post-shift work, failure to properly calculate the regular rate of pay, and claims derivative and/or related to these claims. The Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation any provision of the California Labor Code; California Business & Professions Code sections 17200 *et seq.*; any provision of the applicable California Industrial Welfare Commission Wage Orders; and claims that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action. Accordingly, if the facts relating in any manner to this Stipulation of Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims, provided such unknown claims arise from or are related to the same facts alleged in the complaint ("Released Claims").

The period covered by the Released Claims is from January 19, 2017 through August 31, 2022.

By signing below, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on

\_\_\_\_\_, 2022 in \_\_\_\_\_, \_\_\_\_\_  
Date City State

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Sign your name here

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Print your name here