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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

TYLER LAZARE, individually, and on behalf of all others similarly situated, Plaintiff, v. UNIFIRST CORPORATION, a Massachusetts Corporation; and DOES 1 through 20, inclusive, Defendants.	Class Case No: 2:24-cv-09149-AH-SSC PAGA Case No: 4:25-cv-03028-JST **JOINT STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT** Complaint Filed: August 8, 2024

TO THE ABOVE-ENTITLED COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This Joint Stipulation of Class Action Settlement ("Joint Stipulation of Settlement" or "Settlement" or "Agreement") is made and entered into by and between Plaintiff Tyler Lazare (hereinafter "Plaintiff" or "Class Representative"), individually, and on behalf of all others similarly situated, and Defendant Unifirst Corporation ("UNIFIRST" or "Defendant"). Plaintiff and Defendant are collectively referred to herein as "the Parties."

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THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. "Actions" means actions titled *Lazare v. Unifirst Corporation*, United States District Court, Central District of California, Case No. 2:24-cv-9149-AH-SSCx and *Lazare v. Unifirst Corporation*, United States District Court, Northern District of California, Case No. 4:25-cv-03028-JST.

2. "Class Action" means the action titled *Lazare v. Unifirst Corporation*, United States District Court, Central District of California, Case No. 2:24-cv-9149-AH-SSC.

3. "Class Counsel" means Boyamian Law, Inc.

4. "Class Members" means all hourly-based Route Service Representatives or other hourly drivers currently or formerly employed by Defendant during the Class Period in the State of California

5. "Class Period" shall be defined as April 6, 2020, to October 12, 2025, or through the date the Court grants preliminary approval of this Agreement, whichever is earlier.

6. "Covered Workweeks" means the number of weeks Class Members worked at Unifirst in California during the Class Period.

7. "Defendant's Counsel" means Ogletree, Deakins, Nash, Smoak & Stewart PC.

8. "Individual Action" means Plaintiff's individual action titled *Lazare v. Unifirst Corporation,* in which Plaintiff alleges individual claims for retaliation and wrongful termination that is currently pending in the United States District Court, Case No. 2:25-cv-06845.

9. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

10. "PAGA Action" means the action titled *Lazare v. Unifirst Corporation*, United States District Court, Northern District of California, Case No. 4:25-cv-

03028-JST, and remanded to Alameda County Superior Court, Case No. 25CV106909.

11. "PAGA Allocation" means the portion of the Gross Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims. The Parties have agreed that the PAGA Allocation will be $50,000 from the Gross Settlement Amount. The Parties further agree that, pursuant to PAGA, (i) Seventy-Five Percent (75%), or $37,500, of the PAGA Allocation will be paid to the Labor and Workforce Development Agency ("PAGA Penalty Payment"); and (ii) Twenty-Five Percent (25%), or $12,500, of the PAGA Allocation will be included in the Net Settlement Amount for PAGA Employees ("PAGA Settlement Payment"). The Memorandum of Understanding states that sixty-five percent (65%) PAGA Allocation will be paid to the Labor Workforce Department Agency and the remaining thirty-five percent (35%) will be allocated to PAGA Employees. However, upon further investigation the correct distribution for this case is seventy-five percent (75%) to the Labor and Workforce Development Agency and twenty five percent (25%) for the PAGA Settlement Payment, since Plaintiff's May 7, 2024, PAGA notice was submitted prior to the June 19, 2024, deadline – the date provided by the Private Attorneys General Act (PAGA) reform act in 2024 (AB 2288 and SB 92) when it changed the distribution to 65% to the LWDA and 35% to PAGA Employees.

12. "PAGA Employees" means all current and former non-exempt employees employed by Unifirst as Route Service Representatives or hourly drivers in California at any time during the PAGA Period.

13. "PAGA Pay Periods" means the number of pay periods the PAGA Employees worked during the PAGA Period.

14. "PAGA Period" means the period from November 10, 2023, to October 12, 2025.

15. "PAGA Representative" means Plaintiff Tyler Lazare.

16. "Released Class Claims" means all claims that were, or reasonably could have

been, alleged based on the facts contained in the Operative Complaint, including claims for (1) failure to provide meal and rest periods and pay premiums; (2) waiting time penalties; (3) failure to pay wages or compensation for all hours worked, including minimum wage and overtime violations, which includes failure to pay compensation for time under Defendant's control, work off the clock, and reporting time; (4) failure to provide timely and/or accurate itemized wage statements; (5) unfair business practices and unfair competition in violation of Business and Professions Code sections 17200, *et seq*.; (6) failure to reimburse for necessary business-related expenses, and (7) failure to maintain complete and accurate time and payroll records, including failure to maintain adequate records of all wages earned, hours worked, breaks taken, deductions made, hourly rates, and numbers of hours worked at each hourly rate, and (8) failure to pay sick time. More specifically, these claims include violations of Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, Business & Professions Code sections 17200 *et seq*., and all claims under the applicable Industrial Welfare Commission Wage Orders.

16. 17. "Released PAGA Claims" means all claims for civil penalties, and any other available relief pursuant to PAGA, that were, or reasonably could have been, alleged based on the facts contained in Plaintiff Tyler Lazare's Labor and Workforce Development Agency Notice Letter and the Operative Complaint, including all PAGA claims premised upon (1) failure to provide meal and rest periods and pay premiums; (2) failure to reimburse for necessary business-related expenses; (3) failure to pay for all hours worked, including minimum wage and overtime violations, which includes failure to pay compensation for time under Defendant's control. work off the clock, and reporting time; (4) failure to provide complete or accurate itemized wage statements; (5) failure to pay on the regular pay day all wages owed; (6) failure to fully compensate employees in timely manner when their

employment ended; (7) waiting time penalties; and (8) failure to pay sick time. More specifically, these PAGA claims are premised upon violations of Labor Code sections 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 246, 510-512, 558, 1174, 1174.5, 1182.1, 1182.3, 1182.12, 1194-1197.1, 1198, 1199, and 2698, *et seq*.

17. "Releasees" are Defendant and its former and present parents, subsidiaries and affiliated corporations and entities and all of their current and former owners, shareholders, members, agents, investors, investment bankers, accountants, insurers, reinsurers, attorneys, officers, directors, employees, managers, partners, trustees, subrogees, executors, administrators, employee benefit plans, predecessors, successors, and assigns, and all spouses, children and family members of the foregoing individuals.

18. "Response Deadline" means the date sixty (60) days after the Settlement Administrator initially mails the Notice to Class Members and the last date on which Settlement Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 60 calendar days after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as expressly described herein.

19. "Settlement Class" and "Settlement Class Members" are those Class Members who do not submit timely exclusion requests to the Settlement Administrator.

20. "Settlement Payments" means all of the payments to Settlement Class Members (the "Settlement Class Payments") and all of the payments to PAGA Employees (the "PAGA Settlement Payment").

STIPULATION

21. On August 8, 2024, Plaintiff Tyler Lazare filed a class action in Los Angeles Superior Court alleging the following labeled causes of action: (1) Failure to Pay Compensation For All Hours Worked; (2) Failure to Pay Overtime Compensation; (3) Failure to Furnish Accurate Wage and Hour Statements; (4) Waiting Time Penalties;

(5) Failure to Pay Meal and Rest Period Compensation ; (6) Failure to Pay Sick Time; and (7) Unfair Competition (Business and Professions Code section 17200, *et seq*.). Unifirst timely removed the state court action to the United States District Court – Central District of California on October 21, 2024, Case No. 2:24-cv-9149-AH-SSC.

22. On May 7, 2024, Plaintiff Tyler Lazare filed a Labor and Workforce Development Agency ("LWDA") Notice alleging violation of the following: (1) Failure to Pay Minimum Wages and Designated Rates; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Timely Meal and Rest Breaks; (4) Failure to Provide and Maintain Compliant Wage Statements; (5) Failure to Pay All Wages Due at Termination of Employment; (6) Waiting Time Penalties; and (7) Failure to Pay Sick Time. Unifirst timely removed the state court action to the United States District Court – Northern District of California on April 2, 2025, Case No. 4:25-cv-03028-JST. Plaintiff filed a motion to remand the action on April 29, 2025. Defendant opposed the motion. On September 29, 2025, the action was remanded to the Superior Court of California for the County of Alameda.

23. Solely for purposes of this settlement, the Parties and their respective counsel stipulate and agree that the requisites for establishing class certification with respect to the Class Members have been met.

24. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be certified in a non-Settlement context in this Action or in any other lawsuit. Defendant expressly reserves its right to oppose claim or class certification in this Action or any other action should this Settlement not become effective.

25. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Action, LWDA notice, and complaints, and Defendant further denies that, for any purpose other than settling this lawsuit, the

Action is appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff, the Class Members, and the PAGA Employees have been paid proper wages, have been provided meal periods, have been provided rest periods, did not incur any business expenses that were unpaid, have been paid timely wages upon separation of employment, and have been timely provided with complete and accurate itemized wage statements. Defendant contends, among other things, that they have complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendant contends that it has complied at all times with the California Business and Professions Code.

26. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action, LWDA notice, and complaints.

27. Class Counsel have conducted a thorough investigation into the facts of the Action, including an extensive review of relevant documents, and have diligently pursued an investigation of the claims of the Class Members and PAGA Employees against Defendant. Class Counsel has been provided time and payroll records for Class Members as well as policy and procedures, operational documents and other relevant documents pertaining to the claims and defenses in the Action. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Employees in light of all facts and circumstances, including the risk of significant delay, the risk a class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of the Class Members and PAGA Employees.

28. The Parties agree to cooperate and take all steps necessary and appropriate

to obtain preliminary and final approval of this Settlement.

29. The Parties agree to stay all proceedings in the Actions, except those proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

PRIMARY TERMS OF SETTLEMENT

30. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

(a) It is agreed by and among the Parties that this Action and any claims, damages, or causes of action arising out of the disputes which are the subject of the Action, be settled and compromised as between the Class Members, PAGA Employees, and Defendant, subject to the terms and conditions set forth in this Settlement and the approval of the Court.

(b) <u>Effective Date</u>: The terms of settlement embodied in this Settlement shall become effective when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been given to the Class, providing them with an opportunity to dispute information contained in the Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (v) the later of the following events: (a) five (5) calendar days have passed since final approval is granted if there are no objections to the Settlement; (b) sixty-five (65) days following notice of entry of the Court's final order approving the Settlement if there are any objections by any Class Member; (c) or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) days following notice of entry of the Court's final order approving the Settlement, then twenty (20) days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

(c) Gross Settlement Amount: Unifirst's maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payments to the named Plaintiff, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is One Million Three Hundred and Fifty Dollars and Zero Cents $1,350,000 ("Gross Settlement Amount"). Unifirst will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions related to any wage payment made under this Agreement.

(d) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendant.

(e) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement Payment.

(f) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount

($1,350,000) the following sums, subject to approval by the Court: (1) attorney's fees (not to exceed 33-1/3% of the Gross Settlement Amount, or $450,000.00); (2) reasonable litigation costs (not to exceed $25,000); (3) the Service Payment (up to $10,000 to named Plaintiff Tyler Lazare; (4) the PAGA Penalty Payment in the total amount of $50,000; and (5) costs of settlement administration (not to exceed $20,000). Settlement Payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(g) Payroll Taxes and Required Withholdings: To the extent any portions of the Settlement Class Members' Settlement Payments constitute wages, Unifirst will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendant's maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Unifirst's employer share of payroll taxes after advising Defendant of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Unifirst in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(h) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payments), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows: [Workweeks worked by a Settlement Class Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class Members] × [Net Settlement Amount – all PAGA Settlement Payments] = individual Settlement Payment for a Settlement Class Member. Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Uncashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below.

(i) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement Payment] = individual PAGA Employee's portion of the PAGA Settlement Payment. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the

PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment (75% or $37,500) will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.

(j) <u>Allocation of Settlement Payments</u>: The Parties have agreed that Settlement Class Payments will be allocated as follows: 20% to wages and 80% to penalties and interest. The PAGA Settlement Payment shares to PAGA Employees (25% or $12,500) will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations prior to payment to Class Members, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to the Unifirst's FICA and FUTA contributions, based on the payment of claims to the Class Members. IRS Forms 1099 will be issued to each Class Member reflecting the payments for penalties and interest. Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. To the extent required by law, IRS Forms 1099 and W-2 will be issued to each Class Member with respect to such payments.

(k) <u>Settlement Payments Do Not Give Rise to Additional Benefits</u>: All Settlement Payments to individual Class Members shall be deemed to be paid to such Class Member solely in the year in which such payments actually are received by the Class

Members. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Class Members to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Members to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by Unifirst to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

(l) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not object to Class Counsel's application for attorney's fees not to exceed 33-1/3% of the Gross Settlement Amount ($450,000.00) and reimbursement of litigation costs and expenses not to exceed $25,000.

(m) Service Payments: Subject to Court approval, Defendant will not object to Class Counsel's application for an additional payment of up to $10,000 to the Plaintiff/Class Representative Tyler Lazare ("Service Payment"). The Parties agree and acknowledge that the enhancement amount was determined by Plaintiff and Class Counsel. As part of this settlement, Defendant shall neither oppose the amount sought by Plaintiff, nor be required to take any steps to specifically support the amount of the enhancement.

To the extent any amount of the requested enhanced is reduced by the Court, it shall revert to the Net Settlement Fund. It is understood that the Service Payments are in addition to the individual Settlement Payment to which the Class Representative is entitled along with the other Class Members.

(n) The Parties agree and hereby stipulate that Plaintiff's Individual Action for retaliation and wrongful termination currently pending in the United States District Court, Case No. 2:25-cv-06845 is not part of this Settlement and as such Plaintiff does not execute a general release, including a Civil Code section 1542 waiver, in order for Plaintiff to continue to prosecute his Individual Action in Court.

(o) The Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should the Court approve a Service Payment(s) in an amount less than that set forth above, the difference between the lesser amount(s) approved by the Court and the Service Payment amounts set forth above shall be added to the Net Settlement Amount. Plaintiff agrees not to opt out or object to the Service Payments as the Class Representative.

(p) Settlement Administrator: The Settlement Administrator will be chosen by the Parties and approved by the Court. Settlement Administration Costs are estimated not to exceed $20,000. The costs of the Settlement Administrator for work done shall be paid regardless of the outcome of this Settlement.

(q) Funding of Settlement Account: Unifirst will fund the settlement account within sixty (60) days of entry of an order granting final approval, including Defendant's share of taxes owed on the wages portion of the settlement, which shall be determined by the Settlement Administrator chosen by the Parties.

(r) Mailing of Settlement Payments: The Settlement Administrator shall cause the Settlement Payments to be mailed to the Class Members, Plaintiff, Class Counsel, and LWDA, within fourteen (14) calendar days of the receipt of the settlement account being funded by Unifirst.

(s) Notice of Settlement: Class Members will be mailed a notice setting forth the material terms of the proposed Settlement, along with instructions about how to object or request exclusion from the proposed class action Settlement ("Notice"). For each Class Member, there will be pre-printed information on the mailed Notice, based on Unifirst's records, stating the Class Member's Covered Workweeks during the Class Period and the estimated total Settlement Payment under the Settlement, including the Settlement Class Payment and the PAGA Settlement Payment that will be distributed irrespective of any exclusion request. The pre-printed information based on Unifirst's records shall be presumed to be correct. A Class Member may dispute the pre-printed information on the Notice as to his or her Covered Workweeks during the Class Period. Class Members must submit any dispute regarding the information on the Notice as to his or her Covered Workweeks within the Response Deadline. Unless a disputing Class Member submits documentary evidence in support of his or her dispute, the records of Unifirst will be determinative. Attached as **Exhibit A** is a true and correct copy of the notice to be provided, subject to Court approval.

(t) Settlement Notice Language: The Notice will issue in English only, as each Class Member and PAGA Employee is fluent in English.

(u) Class Members Cannot Exclude Themselves from the Released PAGA Claims: Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the Released PAGA Claims, all Class Members are bound by the Court's resolution of those Released PAGA Claims. Plaintiff shall serve a notice of settlement on the California Labor and Workforce Development Agency at or before the time Plaintiff files the motion for preliminary approval.

(v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of Unifirst's records used to calculate Covered Workweeks, and the Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Unifirst's records and any information or documents submitted by the Class Member and issue a non-appealable decision regarding the dispute. The Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the Response Deadline. Information or documents submitted after the expiration of the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties.

(w) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class Settlement by mailing a "Request for Exclusion" from the Settlement within the Response Deadline, stating, as follows or in substantially similar terms:

> "I WISH TO BE EXCLUDED FROM THE CLASS IN THE LAZAREV. UNIFIRST CORPORATION CLASS ACTION LAWSUIT, S.D.C., CENTRAL DISTRICT, CASE NO. 2:24-cv-9149-AH-SSC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA PAYMENT."

Any Request for Exclusion must include the name, address, telephone number, last four digits of the Class Member's Social Security Number, and the signature of the Class Member requesting exclusion. Any such request must be made in accordance with the terms of the Notice, and the Notice will advise Class Members of these requirements. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement other than a right to receive a pro-rata share of the portion of the PAGA payment allocated to the Class Members if the Class Member is also PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in Paragraph 30(i); and (iii) shall not be bound by this Settlement or the Court's Order and Final Judgment other than as it applies to the Released PAGA Claims.

(x) Right of Settlement Class Member to Object to The Settlement: Any Class Member may object to the Settlement. To object, the

Class Member may (1) appear at the Final Approval Hearing, remotely or in person, to explain any objection, (2) have an attorney object for the Class Member, or (3) submit a simple written brief or statement of objection to the Settlement Administrator. If any Class Member chooses to submit a written objection, the written objection should contain sufficient information to confirm the identity of the objector and the basis of the objection, including (1) the full name of the Settlement Class Member; (2) the signature of the Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked within the Response Deadline to permit adequate time for processing and review by the Parties of the written statement or objection. Class Counsel shall ensure that any written objections are transmitted to the Court for the Court's review (either by Class Counsel or as an attachment to declaration from the Settlement Administrator). Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must either make a timely complaint in intervention before final judgment or by file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have standing to appeal entry of judgment approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class Member who does not object prior to or at the Final Approval Hearing, will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the objecting Class Member does not formally intervene in the action or move to set aside any judgment and/or the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement. Class Counsel and Defendant's Counsel may, at least five (5) calendar days (or some other number of days as the Court shall specify) before the final approval hearing, file responses to any written objections submitted to the Court.

SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES

31. Subject to the Court's approval, the Parties will mutually identify, agree and select a third-party administrator to perform the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice to the Class Members.

32. The Settlement Administrator will independently review the Covered Workweeks attributed to each Class Member and will calculate the estimated amounts due to each Class Member and the actual amounts due to each Settlement Class Member in accordance with this Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Unifirst's records in order to perform its duties.

33. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement Amount from Unifirst, the Settlement Administrator will issue and send out the Settlement Payment checks to the Class Members and PAGA Employees. Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

34. The Settlement Administrator will post the final judgment approving the Settlement on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after the final judgment is entered. The address of that website will be included in the Notice.

ATTORNEY'S FEES AND COSTS

35. The amounts set forth above for attorney's fees and litigation costs will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. As with the Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court shall be paid to Class Counsel, within 14 calendar days of the receipt of the settlement funds by the Settlement Administrator. In the event that the Court awards less than the requested amount of attorney's fees, Class Counsel shall retain the right to appeal that portion of any Final Approval Order and Judgment.

NOTICE PROCESS

36. A Notice in approximately the form attached hereto as **Exhibit "A,"** and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice shall not be translated because all Class Members speak English. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

(a) Within 7 calendar days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator the following information for each Class Member: (1) name; (2) last known address; (3) social security number; and (4) dates of employment at Unifirst's locations in California. This information shall be based on Defendant's payroll and other business records and shall be provided in a format acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List; this check will be performed only once per Class Member by the Settlement Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this information confidential and secure and use it only for the purposes described herein, and will return this information to Defendant upon final approval of the settlement or destroy all records containing the information after the Settlement is final and all payments are distributed as required under this Agreement.

(b) Within fourteen (14) calendar days after the information is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.

(c) Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number or other information. In any instance where a Notice is re-mailed, that Class Member will have until the extended Response Deadline as described above. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice in that instance, stating the extended Response Deadline. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.

(d) Class Counsel shall provide to the Court, at least five (5) calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

37. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

38. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Payments may be combined into one check.

Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

39. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date.

40. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Unifirst's Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Unifirst's Counsel and filed with the Court by Class Counsel.

RELEASE BY THE CLASS MEMBERS AND PAGA EMPLOYEES

41. Upon the final approval by the Court of this Settlement and Unifirst's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, (i) Class Members who have not submitted a valid and timely request for exclusion as to the Released Class Claims, (ii) and PAGA Employees, regardless of whether they have requested exclusion from the Settlement of the Released Class Claims, shall release claims as follows:

(a) **Claims Released by Settlement Class Members**. Each and every Settlement Class Member, on behalf of himself or herself and his or her heirs and assigns, shall release Releasees from Released Class Claims during the Class Period.

(b) **Claims Released by PAGA Employees**. All PAGA Employees shall release Releasees from all Released PAGA Claims during the PAGA Period regardless of whether they have requested exclusion from the Settlement as to the Released Class Claims.

42. The Parties agree and hereby stipulate that Plaintiff's Individual Action is not part of this Settlement and as such Plaintiff does not execute a general release, including a Civil Code section 1542 waiver, in order for Plaintiff to continue to prosecute his Individual Action in Court.

43.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

44. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

(a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representative's Service Payment(s), should be finally approved as fair, reasonable, and adequate as to the Class Members;

(b) Certifying a Class;

(c) Approving as to form and content the proposed Notice;

(d) Directing the mailing of the Notice;

(e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;

(f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,

(g) Appointing a Settlement Administrator and order the Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

45. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorney's fees and costs;

(c) Approving the Service Payments to the Class Representative;

(d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.

(e) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;

(f) Entering a final judgment for dismissal in the Action;

(g) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;

(h) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry of final judgment.

Any revised final judgments will also be provided to Defendant's Counsel for review and approval before they are submitted to the Court

NULLIFICATION AND TERMINATION

46. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

47. If ten percent (10%) or more of the Class Members opt out of this Settlement, then Defendant in their sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Class Counsel written notice, by United States registered or certified mail, return receipt requested no later than 30 calendar days after the Response Deadline. Moreover, any notice by Defendant under this provision shall also be concurrently emailed to all Class Counsel, as a courtesy. If this option is exercised by Defendant, Defendant shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed

with the Court.

ESCALATOR CLAUSE

48. Defendant represents that there are approximately 45,951 Workweeks during the Class Period as of August 12, 2025, with a class size comprised of approximately 443 Class Members, including Plaintiff. In the event the number of Workweeks during the Class Period increases by more than ten percent (10%), or an additional 4,595 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 50,546 multiplied by the Workweek Value. Alternatively, Defendant at its sole discretion can cap the settlement workweeks at 50,546 without any additional payments and end the Class Period as of the date the workweeks equal 50,546. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 45,951. The Parties agree that the Workweek Value amounts to and the settlement amounts to $29.37 per Workweek ($1,350,000/45,951 Workweeks).

PARTIES' AUTHORITY

49. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

////

MUTUAL FULL COOPERATION

50. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. The Parties further agree to amend the Operative Complaint to effectuate the terms of this Settlement. As soon as practicable after execution of

this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

NO PRIOR ASSIGNMENTS

51. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

NO ADMISSION OF LIABILITY

52. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by the Plaintiff in this case. Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

53.

NOTICES

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

Class Counsel: Counsel for Defendant:

Michael H. Boyamian
BOYAMAIN LAW, INC.
550 North Brand Boulevard, Suite 1500
Glendale, California 91203
Tel: (818) 547-5300
Fax: (818) 547-5678
michael@boymanianlaw.com

Ryan H. Crosner
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: (213) 239-9800
Facsimile: (213) 239-9045
Email: ryan.crosner@ogletreedeakins.com

Kevin B. Piercy
Timothy D. Hastie
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
7060 N. Marks Ave, Suite 108
Fresno, California 93711
Telephone: (559) 825-8510
Facsimile: (559) 570-0323
Email:
Kevin.piercy@ogletreedeakins.com
Timothy.hastie@ogletreedeakins.com

CONSTRUCTION

55. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

56. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is

contractual and not merely a recital.

MODIFICATION

57. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

58. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

WAIVER OF APPEALS

59. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than the requested amount of attorney's fees.

BINDING ON ASSIGNS

60. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

61. It is agreed that it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the Released Class Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each Class Member.

COUNTERPARTS

62. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

CONFIDENTIALITY & PUBLIC COMMENT

63. The Class Representative and Class Counsel agree they will not make any disparaging comments about Defendant relating to this Settlement of this Action or disclose the negotiations of the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record other than to Class Members, who may receive information about the Settlement that is not in the public record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. Any communication about the Settlement to Class Members prior to the Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that would necessarily be included in any Court-approved Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class Representative is prohibited from communicating about the terms or the fact of the settlement on any form of social media ("Social Media Bar"). In the event of a proven breach of the Social Media Bar,

the violating Plaintiff shall forfeit one-half of the class representative enhancement payment, as a form of liquidated damages. Class Counsel will not include or use the settlement for any marketing or promotional purposes other than as expressly allowed above.

FINAL JUDGMENT

64. The Parties agree that, upon final approval of the Settlement, final judgment of dismissal of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.

Plaintiff & Class Representative:

Dated: 1/17/2026 By: DocuSigned by: [signature] E94F81700612423...
Tyler Lazare

Defendant:

UNIFIRST CORPORATION

Dated: 02.24.2026

Michael Patrick
By: Michael Patrick
Its: SVP and General Counsel and authorized representative

Approved as to form:

Class Counsel:

Dated: 01/21/2026

BOYAMAIN LAW, INC.

By: ______________________

Michael H. Boyamian
Attorney for Plaintiff

Defendant's Counsel:

Dated: 02.24.2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C

By: Ryan H. Crosner

Ryan Crosner
Kevin B. Piercy
Timothy D. Hastie
Attorneys for Defendant
Unifirst Corporation

Lazare v. Unifirst Corporation

United States District Court, Case No. 2:24-cv-09149-AH-SSC

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

The United States District Court Central District 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 and claims brought under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA") lawsuit ("Action") against Unifirst Corporation ("Unifirst" or "Defendant") alleging wage and hour violations. The Action was filed by former Unifirst employees Tyler Lazare ("Plaintiff") and seek payments of (1) back wages and other relief for a class of current and former non-exempt employees ("Class Members") who were employed by Unifirst as Route Service Representatives or any other similar non-exempt position in California during the Class Period (April 6, 2022, through October 12, 2025, or the date of preliminary approval of the settlement); and (2) penalties under the PAGA for all current and former non-exempt employees employed by Unifirst as Route Service Representatives or hourly driver in California at any time during the PAGA Period (November 10, 2023, through October 12, 2025) ("PAGA Employees").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be [$INDIVIDUAL SETTLEMENT PAYMENT] (less legally required withholdings) and Individual PAGA Payment is estimated to be [$INDIVIDUAL PAGA PAYMENT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for the Individual PAGA Payment that is because 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 Unifirst's records showing that **you were employed [CLASS WORKWEEKS] workweeks** during the Class Period and **[PAGA WORKWEEKS] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Unifirst to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Unifirst 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 Class 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 Defendant.

(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 Class Payment. You will, however, preserve your right to personally pursue wage claims against Defendant, and, if you are an PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR ANY ACTIONS YOU TAKE OR DO NOT TAKE WITH RESPECT TO THE SETTLEMENT.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [DATE]**	If you don't want to fully participate in the 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 Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement	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

but not the PAGA Settlement **Written Objections Must be Submitted by [DATE]**	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [DATE]**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Unifirst's records is stated on the first page of this Notice. If you disagree with either number, you must challenge it by [DATE]. See Section **4** of this Notice.

1. WHAT IS THIS ACTION ABOUT?

Plaintiff is a former Unifirst employee who worked as Route Service Representative. The Action alleges that Defendant failed to pay compensation for all hours worked, minimum wages, and overtime compensation, failed to furnish accurate, itemized wage statements, failed to provide meal and rest periods, failed to timely pay wages during employment, failed to pay sick time compensation and failed to pay all wages due at termination. Based on the same claims, Plaintiff have also asserted a claim for civil penalties under PAGA.

Defendant denies all liability and wrongdoing. Defendant maintains that it was in compliance with the California Labor Code and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the Action to avoid the cost and operational burden of continued litigation. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

The parties are represented as follows:

Class Counsel:
Michael H. Boyamian
Boyamian Law, Inc.
550 North Brand Boulevard, Suite 1500
Glendale, California 91203
michael@boyamianlaw.com

Defendant's Counsel:
Ryan H. Crosner
Ogletree, Deakins, Nash, Smoak & Stewart P.C.
400 South Hope Street Suite, 1200
Los Angeles, California 90071
Ryan.crosner@ogletreedeakins.com

Kevin B. Piercy
Timothy D. Hastie
Ogletree, Deakins, Nash, Smoak & Stewart P.C
7060 N Marks Avenue, Suite 108
Fresno, California 93711
Kevin.piercy@ogletreedeakins.com
Timothy.hastie@ogletreedeakins.com

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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, Plaintiff and Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

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

3. WHAT ARE THE TERMS OF THE SETTLEMENT?

1. Unifirst Will Pay $1,350,000 as the Gross Settlement Amount (Gross Settlement). Unifirst 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 Class 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, Unifirst will fund the Gross Settlement not more than 60 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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 $450,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to a combined sum of $10,000 to the Class Representative for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. A flat rate of $____ to the Administrator for services administering the Settlement.

   D. Up to $50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Pay Periods.

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

3. Net Settlement 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") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to

taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Unifirst will separately pay the employer share of 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 Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class 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 transmitted to the California Controller's Office under your name.

6. 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 [DATE] that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed statement by the [DATE] Response Deadline. The statement should be a letter or any writing from a Class Member 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 Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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 Defendant based on the PAGA Period facts alleged in the Action.

7. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Unifirst will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide any Class Member Challenges over Workweeks, 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.

9. Participating Class Members' Release. After the Judgment is final and Unifirst 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 Defendant and related entities for wages based on circumstances during the Class Period and PAGA penalties based on circumstances during the PAGA Period, as alleged in the Action and resolved by this Settlement.

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

> All Participating Settlement Class Members, on behalf of himself or herself and his or her heirs and assigns, release Releasees from all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, including claims for (1) failure to provide meal and rest periods and pay premiums; (2) waiting time penalties; (3) failure to pay wages or compensation for all hours worked, including minimum wage and overtime violations, which includes failure to pay compensation for time under Defendant's control, work off the clock, and reporting time; (4) failure to provide timely and/or accurate itemized wage statements; (5) unfair business practices and unfair competition in violation of Business and Professions Code §§ 17200, *et seq*.; (6) failure to reimburse for necessary business-related expenses, (7) failure to maintain complete and accurate time and payroll records, including failure to maintain adequate records of all wages earned, hours worked, breaks taken, deductions made, hourly rates, and numbers of hours worked at each hourly rate; and (8) failure to pay sick time. More specifically, these claims include violations of Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 Business & Professions Code §§ 17200 *et seq*., and all claims under the applicable Industrial Welfare Commission Wage Orders.

10. PAGA Employees' Release. After the Court's judgment is final, and Unifirst has paid the Gross Settlement and separately paid the employer-side payroll taxes, all PAGA Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA 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 Defendant or its related entities based on the circumstances during the PAGA Period as alleged in the Action and resolved by this Settlement.

The PAGA Employees' Releases for Participating and Non-Participating Class Members are as follows:

> All PAGA Employees are deemed to release, on behalf of themselves and their respective heirs and assigns, the Releasees Parties from all claims for civil penalties and any other available relief pursuant to PAGA, that were, or reasonably could have been, alleged, based on the facts contained, in Plaintiff Tyler Lazare's LWDA Notice and the Operative Complaint, including all PAGA claims premised upon (1) failure to provide meal and

rest periods and pay premiums; (2) failure to reimburse for necessary business-related expenses; (3) failure to pay for all hour worked, including minimum wage and overtime violations, which includes failure to pay compensation for time under Defendant's control. work off the clock, and reporting time; (4) failure to provide complete or accurate itemized wage statements; (5) failure to pay on the regular pay day all wages owed; (6) failure to fully compensate employees in timely manner when their employment ended; and (7) waiting time penalties. More specifically, these PAGA claims are premised upon violations of Labor Code sections 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 246, 510-512, 558, 1174, 1174.5, 1182.1, 1182.3, 1182.12, 1194-1197.1, 1198, 1199, and 2698, *et seq.* and the applicable Industrial Welfare Commission Wage Orders during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing your total number of Workweeks by (b) the total number of Workweeks of all Participating Class Members, and (c) multiplying the result by the Net Settlement minus the PAGA Settlement Payments.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing your total number of PAGA Pay Periods by (b) the total number of Pay Periods of all PAGA Employees during the PAGA Period and (c) multiplying the result by the PAGA Settlement Payment of $12,500.

3. Workweek/Pay Period Challenges. The number of your Class Workweeks during the Class Period and the number of your PAGA Pay Periods during the PAGA Period, as recorded in Unifirst's records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Unifirst's calculation of Workweeks and/or Pay Periods based on Defendant'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 Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant'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 PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. PAGA Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to PAGA Employees including those who opt out of the Class Settlement (i.e., every Non-Participating Class Member).

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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as **Unifirst Corporation Class Action Settlement** and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number for verification purposes). 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 [DATE], 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 Plaintiff and Defendant are asking the Court to approve. At least 16 court days or **[DATE],** before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Award. You can view them on the Administrator's Website [Administrator URL] or the Court's website [U.S.D.C. C.D. Cal URL].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as **Unifirst Corporation Class Action Settlement** and include your name, current address, telephone number, and approximate dates of employment for Unifirst and sign the objection. 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 [DATE] at [TIME] in Courtroom 9C of the United States District Court, Central District of California, located at 350 W. 1st Street, Los Angeles, California 90012. 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, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You may attend (or hire a lawyer to attend at your own cost) the Hearing. Check the Court's website for the most current information on whether virtual appearances are permitted.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [Administrator URL] 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 Defendant and Plaintiff have promised to do under the Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [Administrator]'s website at [Administrator URL].

IF YOU HAVE QUESTIONS ABOUT THIS NOTICE, PLEASE CALL THE CLAIMS ADMINISTRATOR AT (XXX)XXX-XXXX.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE
CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT

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 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.