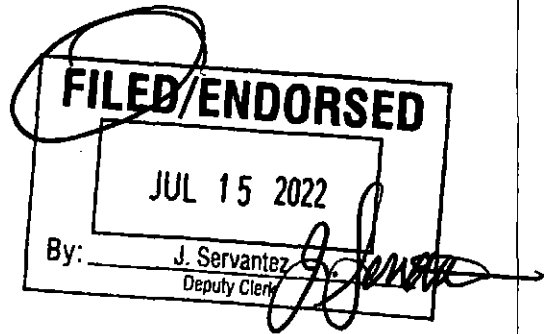


Counsel of record for the parties on the next page



SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

JAMES FLEMING, individually and on
behalf of all others similarly situated,

Plaintiff,

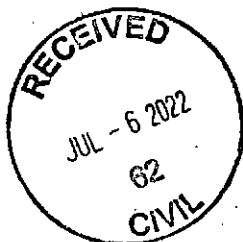
v.

MISSION LINEN SUPPLY, a California
Corporation; and Does 1 through 25,

Defendant.

Case No.: 34-2019-00267357

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF THE
PROPOSED SETTLEMENT CLASS



~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS-ACTION
SETTLEMENT AND CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

FILED BY FAX

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28 Attorneys for Defendant Mission Linen Supply

1 On October 22, 2019, Plaintiff James Fleming ("Plaintiff") filed the initial class-action
2 complaint in the Superior Court of Sacramento County, styled *James Fleming v. Mission Linen Supply*
3 in the Superior Court of California, County of Sacramento, Case No. Case No. 34-2019-00267357
4 against Mission Linen Supply ("Defendant"), on behalf of himself and all others similarly situated
5 current and former employees of Defendant. The Complaint asserted claims under the California Labor
6 Code for failure to pay all wages, including minimum wage and overtime wages, provide complaint
7 meal periods and rest breaks, provide accurate itemized wage statements, reimburse for business
8 expense, failure to pay all wages at the time employment ends and a derivative claim under the
9 California Unfair Competition Law. Plaintiff later amended his complaint to add a claim for civil
10 penalties pursuant to the California Private Attorneys General Act ("PAGA"), Cal. Labor Code section
11 2699, *et seq.*

12 After extensive discovery, including the production of time and payroll records, policies and
13 procedures, the Parties participated in private mediation before Jeffrey Krivis on November 19, 2021.
14 The Parties reached a settlement, the terms of which are embodied in the Joint Stipulation and
15 Agreement for Class and Representative Action Settlement and Release (the "Agreement").

16 On June 9, , the hearing on the Motion for Preliminary Approval of Class Action Settlement
17 and Conditional Certification of the Proposed Settlement Class (the "Preliminary Approval Motion")
18 was held before this Court. The Court, having reviewed the Memorandum of Points and Authorities in
19 Support of the Preliminary Approval Motion, all other papers and documents presented, having heard
20 the arguments of counsel, and having considered the matter, and making findings and rulings at the
21 hearing:

22 **IT IS HEREBY ORDERED:**

23 1. The Court hereby GRANTS preliminary approval of the terms contained in the
24 Agreement. The Court preliminarily finds that the terms of the Agreement appear to be presumptively
25 fair (*Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996)), and are within the "ballpark" of
26 reasonableness based on an independent and objective review of the well-recognized factors in
27 evaluating whether a class-action settlement is fair, adequate and reasonable. *See e.g., Kullar v. Foot*
28 *Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008) (*citing Dunk, supra*, 48 Cal.App.4th at 1801);

1 *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 799 (2009); *Munoz v. BCI Coca-*
2 *Cola Bottling Company of Los Angeles*, 186 Cal.App.4th 399, 407 (2010); *In re Cellphone Fee*
3 *Terminations Cases*, 186 Cal.App.4th 1380, 1389 (2010).

4 2. It appears to the Court on a preliminary basis that: (1) the settlement amount is fair
5 and reasonable to the Settlement Class when balanced against the probable outcome of further litigation
6 relating to class certification, trial, and potential appeals; (2) significant formal and informal discovery,
7 investigation, research, and litigation have been conducted such that counsel for the Parties are able to
8 reasonably evaluate their respective positions at this time; (3) settlement at this time will avoid
9 substantial costs, delay, and risks that would be presented by the further pursuit of litigation; and (4)
10 the proposed settlement has been reached as the result of intensive, serious, and non-collusive arms'-
11 length negotiations between the Parties.

12 3. The Court hereby GRANTS conditional certification of the provisional class, pursuant
13 to California Code of Civil Procedure § 382, in accordance with the Agreement for the purpose of this
14 class settlement only. The Settlement Class is defined as all current and former non-exempt employees
15 who worked for Defendant as drivers within the State of California at any time from November 19,
16 2016, up to and including February 22, 2022.

17 4. The Court hereby authorizes the retention of ILYM Group, Inc. as Settlement
18 Administrator for the purpose of this settlement.

19 5. The Court hereby conditionally finds that Ian M. Silvers of Bisnar|Chase LLP and Jon
20 Lebe and Zachary Gershman of Lebe Law, APLC ("Class Counsel") may act as lead counsel for the
21 Settlement Class, and that Plaintiff may act as Class Representatives for the Settlement Class.

22 6. The Court hereby APPROVES the Notice of Class Action Settlement (the "Notice")
23 attached hereto as **EXHIBIT 1**. The Court finds that the Notice constitutes the best notice practicable
24 under the circumstances and is in full compliance with the laws of the State of California, to the extent
25 applicable, the United States Constitution, and the requirements of due process. The Court further finds
26 that the Notice appears to fully and accurately inform the Settlement Class Members of all material
27 elements of the proposed Agreement, of the Settlement Class Members' right to be excluded from the
28 settlement, and of each Settlement Class member's right and opportunity to object to the Agreement.

1 The Notice shall be mailed via first class mail to the most recent known address of each Settlement
2 Class member within twenty (20) calendar days following the receipt of Settlement Class Member
3 information from Defendant.

4 7. The Court hereby APPROVES the proposed Request for Exclusion Form to be used
5 by Settlement Class Members who want to opt out of the settlement, attached hereto as **EXHIBIT 2**.
6 Any Settlement Class member who submits a valid and timely Request for Exclusion Form shall no
7 longer be a member of the Settlement Class, shall be barred from participating in the settlement, and
8 shall receive no benefit from the settlement. However, any Class member who opts out of the
9 settlement, and worked for Defendant from October 15, 2018 until up to and including February 22,
10 2022 shall remain an Aggrieved Employee, will be bound by the PAGA Release, and be entitled to
11 his/her portion of the PAGA Payment.

12 8. The Court hereby APPROVES the proposed Objection Form to be used by Settlement
13 Class Members who want to object to the settlement, attached hereto as **EXHIBIT 3**.

14 9. The Court further ORDERS that Class Counsel shall file the Motion for Final
15 Approval of the Class-Action Settlement and the Motion for Final Approval of Attorneys' Fees, Costs,
16 and Class Representative Incentive Awards, with the appropriate declarations and supporting evidence,
17 by October 19, 2022.

18 10. The Court further ORDERS that each Settlement Class member who does not request
19 exclusion from the settlement, shall be given a full opportunity to object to the Agreement and to
20 participate at the Final Approval Hearing, which the Court sets to commence on November 10, 2022 at
21 1:30 p.m. in Department 53 of the Superior Court of the State of California, County of Sacramento,
22 Hall of Justice, Second Floor, 813 6th Street, Sacramento, CA 95814..

23 11. Any Settlement Class member seeking to object to the Agreement must mail or fax
24 his or her objection to the Settlement Administrator no later than forty-five (45) calendar days after the
25 mailing of the Notice and Request for Exclusion Form to Settlement Class Members, unless the Court
26 requires a longer period, in which case the Court-ordered objection period will apply. If the 45th day
27 falls on a Sunday or federal holiday, the time to object to the Settlement Agreement will be extended
28 to the next day on which the U.S. Postal Service is open. Except that should the Response Deadline

(or extension(s) thereof specified in the Agreement relating to a deficiency notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day, then no further extension pursuant to this paragraph shall apply to these specific deadlines. Under no circumstances shall the objection deadline be extended for any reason other than the above, including non-receipt of the Notice. Any Settlement Class member who fails to serve a timely written objection shall be foreclosed from objecting to the Settlement Agreement, unless otherwise ordered by the Court.

12. Following Final Approval of the Settlement, the Settlement Class members will be paid an Individual Settlement Amount as calculated under Section 6.2 of the Agreement, unless the Settlement Class member submits an opt-out form within 45 calendar days from the date the Settlement Administrator mails the Notice and Request for Exclusion Form to Settlement Class Members.

13. The Court further ORDERS that, pending further order of this Court, all proceedings in this action, except those contemplated herein and in the Agreement, are stayed.

14. The Court further ORDERS that to facilitate administration of this settlement, all Settlement Class Members who have not opted out of this settlement, including Plaintiff, are hereby enjoined from filing or prosecuting any claims, cases, suits, or administrative proceedings regarding released claims unless and until such Settlement Class member has served a valid and timely written request for exclusion with the Claims Administrator.

15. If the Court grants final approval, Settlement Class Members and their successors shall conclusively be deemed to have given a release, as set forth in the Agreement and Notice, against the released parties, and all Settlement Class Members and their successors shall be permanently enjoined and forever barred from asserting any released claims against the released parties. Specifically, Settlement Class Members shall release Defendant and the Released Parties of any and all California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description arising from any and all claims that were alleged or could have been alleged in the Complaint based on the facts contained therein, arising during the period November 19, 2016 up to and including February 22, 2022, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties (including penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended, California

1 Labor Code section 2698, *et seq.*), liquidated damages, interest, attorneys' fees, litigation costs,
2 restitution, or equitable relief, including without limitation, California Labor Code sections 201, 202,
3 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698,
4 2699.3, 2699.5, 2800, 2802, California Business and Professions Code section 17200, *et seq.*, any IWC
5 Wage Orders including but not limited to Wage Order Nos.6-2001 and 9-2001(as codified in the
6 California Code of Regulations), any claims for alleged failure to pay earned wages or pay minimum
7 wage, including alleged violations arising from alleged off-the-clock work, unpaid minimum and
8 overtime wages, untimely pay during and at termination of employment, failure to provide meal or rest
9 breaks, failure to reimburse for business expenses, recordkeeping violations, and inaccurate pay stubs
10 (including related to Labor Code Section 246).

11 16. It is the intent of the Parties that the judgment entered by the Court upon final
12 approval of the Settlement shall have *res judicata*, collateral estoppel, and all other preclusive
13 effect in all pending and future claims, lawsuits or proceedings and be final and binding upon
14 Plaintiff and all Settlement Class Members, excluding only those who have expressly opted out
15 of the settlement by submitting a valid Request for Exclusion, and all Aggrieved Employees.

16 17. All Class Members shall be enjoined from seeking any monetary relief/award by filing
17 any claims with the Division of Labor Standards and Enforcement or Department of Labor, or from
18 initiating other proceedings regarding claims released under this Settlement after preliminary approval
19 of and pending final approval of the Settlement by the Court unless they submit a valid Request for
20 Exclusion (except that even if they submit a valid Request for Exclusion, they will still be releasing
21 PAGA claims, if they are an Aggrieved Employee).

22 **IT IS SO ORDERED.**

23
24 Dated: JUL 15 2022



Timothy W. Salter

SACRAMENTO COUNTY SUPERIOR
COURT JUDGE

EXHIBIT 1

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

James Fleming v. Mission Linen Supply
Superior Court, County of Sacramento
Case No. 34-2019-00267357

To: All persons who have been, or currently are, employed by Mission Linen Supply (“Defendant” or “Mission Linen Supply”) as hourly or non-exempt drivers who worked for Defendant in the State of California at any time from November 19, 2016, up to and including February 22, 2022.

**THIS NOTICE MAY AFFECT YOUR RIGHTS.
PLEASE READ IT CAREFULLY.**

You are receiving this notice because Mission Linen Supply’s records indicate that you may be entitled to participate in this class action settlement.

The following recitation does not constitute the findings of the Court. Mission Linen Supply adamantly denies any and all liability. This Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval (“Notice”) should not be understood to be an expression of the Court’s views on the merits of any claim or defense raised by the parties.

I. WHY IT IS IMPORTANT TO READ THIS NOTICE:

The Superior Court of the State of California in and for the County of Sacramento (the “Court”) has granted preliminary approval to a proposed Settlement (defined below) of a class action lawsuit and representative action regarding wage and hour claims of all persons who have been, or currently are, employed by Defendant as hourly or non-exempt drivers in the State of California at any time from November 19, 2016, up to and including February 22, 2022 (“Class Period”) in case number 34-2019-00267357 (the “Litigation”).

Because your rights may be affected by the Settlement (defined below), it is important that you read this notice carefully. Mission Linen Supply’s records show that you were employed by Mission Linen Supply in California, sometime from November 19, 2016 and February 22, 2022. Therefore, you are a “Class Member” in this Litigation.

The purpose of this Notice is to provide you with a brief description of the Litigation and to inform you of the terms of the proposed Settlement (defined below) and to discuss your rights and options in connection with the lawsuit and the Settlement (defined below).

II. WHAT THE CASE IS ABOUT:

A former Mission Linen Supply employee made a claim against Mission Linen Supply alleging that certain of their wage and hour practices violated California law.

The claims affect any and all persons who have been, or currently are, employed by Defendant as hourly or non-exempt drivers in the State of California at any time from November 19, 2016, up to and including February 22, 2022. On behalf of himself and on behalf of other Mission Linen Supply employees, James Fleming (“Class Representative” or “Plaintiff”) claims that Mission Linen Supply

failed to comply with California wage and hour laws based on the claims pled or that could have been alleged based on the facts pled including, but not limited to:

(1) Failure To Pay Earned Wages (Cal. Lab. Code §§ 204, 210; Wage Order 9-2001); (2) Failure To Pay Minimum Wage (Cal. Lab. Code §§ 510, 1182.12, 1194, 1197, 1197.1, 1198; Wage Order 9-2001); (3) Failure To Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1198; Wage Order 9-2001); (4) Failure To Provide Meal Breaks (Cal. Lab. §§ 226.7, 512(a), 1198; Wage Order 9-2001); (5) Failure To Provide Rest Breaks (Cal. Lab. Code §§ 226.7, 1198; Wage Order 9-2001); (6) Failure To Reimburse For Business Expenses (Cal. Lab. Code §§ 2800 and 2802); (7) Failure To Provide And Maintain Itemized And Accurate Wage Statements (Cal. Lab. Code § 226(a), 1174(d), 1198; Wage Order 9-2001); (8) Failure To Timely Pay Final Wages (Cal. Lab. Code §§ 201, 202, 203); (9) Unfair Competition (Cal. Bus. & Prof. Code § 17200, Et Seq.); and (10) Violation Of Private Attorney General Act (Cal. Lab. Code § 2698, Et. Seq.) including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties (including penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended, California Labor Code section 2698, et seq.), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 118.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2800, 2802, California Business and Professions Code section 17200, et seq, any IWC Wage Orders including but not limited to Wage Order Nos. 6-2001 and 9-2001 (as codified in the California Code of Regulations), any claims for alleged failure to pay earned wages including minimum wage and overtime wages, including alleged violations arising from alleged off-the-clock work, untimely pay during and at termination of employment, failure to provide meal or rest breaks, recordkeeping violations, inaccurate pay stubs (including related to Labor Code Section 246), and failure to reimburse for business expenses. In bringing his claims against Mission Linen Supply, the Class Representative sought to obtain, among other things, unpaid wages, expense reimbursement, interest, attorneys' fees, statutory penalties, and civil penalties on behalf of other employees of Mission Linen Supply.

Mission Linen Supply adamantly denies each, every, and all of the allegations of the Litigation, and maintains that it complied with all California wage and hour laws, such that the Class Representative cannot properly recover any damages including but not limited to civil penalties under California law. Although Mission Linen Supply denies these allegations, it has chosen to resolve the matter based upon the terms and conditions set forth in the Joint Stipulation of Class Action and Representative Action Settlement and Release ("Settlement Agreement" or "Settlement") based on its evaluation of the risks and delays of further litigation, among other things. The Court will determine whether or not to grant final approval of this Settlement.

The Settlement provides for the certification, for settlement purposes only, of all persons who have been, or currently are, employed by Defendant as hourly or non-exempt drivers in the State of California at any time from November 19, 2016, up to and including February 22, 2022.

The terms of the Settlement are set forth more fully in the next section, but generally Mission Linen Supply has agreed to pay up to \$650,000 (as long as the number of workweeks does not increase more than 10% of the collective total stated in the Settlement Agreement, in which case Mission Linen may choose to increase the amount proportionally or revoke the Agreement) to resolve the Litigation, should the Court grant final approval of the proposed Settlement.

III. THE SETTLEMENT OF THE CLAIMS:

On November 19, 2021, the parties participated in a full-day mediation in Los Angeles before the highly experienced employment law mediator Jeffrey Krivis. The parties were able to resolve the matter and agree to a settlement.

The Class Representative and Class Counsel believe the Settlement is in the best interest of the Class.

Through this Settlement, neither Mission Linen Supply nor any of its employees has admitted any liability or wrongdoing and, in fact Mission Linen Supply expressly denies any wrongdoing. The Court did not decide in favor of Plaintiff or Mission Linen Supply. The Settlement Agreement has been preliminarily approved by the Court. A full copy of the Settlement Agreement, embodied in the document entitled **JOINT STIPULATION AND AGREEMENT FOR CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE** as preliminarily approved by the Court, as well as other public documents filed in this case, can be inspected at the Gordon D. Schaber Sacramento Courthouse located at 720 9th Street, Sacramento, CA 95814.

IV. THE TERMS OF THE CONDITIONAL CLASS ACTION SETTLEMENT:

On behalf of the Class Members, the Class Representative has reached a Settlement with Mission Linen Supply and on [the preliminary approval date], the Court conditionally certified a class, for settlement purposes only, comprised of the following persons:

All persons who have been, or currently are, employed by Defendant as non-exempt drivers in the State of California at any time from November 19, 2016 up to and including February 22, 2022 ("Class").

Without admitting liability, Mission Linen Supply has agreed to pay \$650,000 (as long as the number of work weeks does not increase more than 10% of the collective total stated in the Settlement Agreement, in which case Mission Linen may choose to increase the amount proportionally or revoke the Agreement) for Settlement of the claims in this matter (the "Settlement Sum"). Class Members who do not opt out of the Class pursuant to the procedures set forth in this Notice ("Settlement Class Members") will be bound by the Settlement and will release Mission Linen Supply and all Released Parties (defined below) for the Released Claims (defined below) (see below for more information). However, Class Members who opt out of the Settlement will still receive their PAGA payment if they worked for Defendant between October 15, 2018 and February 22, 2022 and will release any and all claims for civil penalties under the PAGA that were alleged or could have been alleged against Mission Linen Supply based on the facts alleged in the operative complaint.

This Settlement is conditioned upon the Superior Court of the State of California in and for the County of Sacramento, entering an order at or following the hearing finally approving the Settlement (the "Settlement Hearing") as fair, reasonable, adequate, and in the best interests of the Settlement Class.

The following payments will be sought, subject to final approval by the Court, from the Settlement Sum of \$650,000 (as long as the class size does not increase more than 10%, in which case Mission Linen may choose to increase the amount proportionally or revoke the Agreement):

- (1) Payment in an amount not to exceed \$10,000 to the Class Representative, James Fleming, in addition to the sum that he will receive as a Settlement Class Member, to compensate him for acting on behalf of the Class, including the time he expended to fulfill the role of Class Representative (e.g., assisting with the investigation of the claims);
- (2) Payment in an amount not to exceed thirty-five percent (35%) of the Settlement Sum or \$227,500 (if the number of workweeks does not increase more than 10%) in fees to Class Counsel as attorneys' fees, to compensate them for their services;
- (3) Payment in an amount not to exceed \$30,000 in litigation costs and expenses to Class Counsel, to reimburse Class Counsel for actual litigation costs and expenses expended in this matter by Class Counsel;
- (4) Payment in an amount of up to \$20,000.00 to the Settlement Administrator, ILYM Group, Inc., for the fees and costs of administering this Settlement; and
- (5) Payment in an amount of \$22,500 to the California Labor Workforce and Development Agency ("LWDA") for the State of California's share of the \$30,000 allocated as penalties pursuant to the California Labor Code Private Attorney General Act of 2004 ("PAGA").

The Net Settlement Sum that is available to pay Settlement Class Members will be the Gross Settlement Sum less the above-mentioned requested payments which are subject to final approval by the Court. The Net Settlement Sum (if the Settlement Sum is not increased as noted above) is estimated to be approximately \$340,000, and will be automatically distributed to Class Members who do not opt out of this Settlement (i.e. Settlement Class Members), and these gross individual shares are known as the "Individual Settlement Amount." The Individual Settlement Amount for each Settlement Class Member shall be determined on a pro-rata basis based on their number of workweeks (excluding any weeks the employee was out of work on a leave of absence) employed during the Class Period, and an additional amount determined on a pro-rata basis for any workweeks employed during the "PAGA Period", defined as October 15, 2018, up to and including February 22, 2022, for the \$7,500 in PAGA penalties allocated to Aggrieved Employees. As noted above, Class Members who opt out of the Settlement and worked during the PAGA period will still receive their portion of the PAGA Penalties and will still release the PAGA claims. Each Individual Settlement Amount (excluding the PAGA penalties amount) shall be allocated as 15% wages and 85% interest and penalties. The PAGA Payment will be reported as penalties on IRS Form 1099 and its state and local equivalents. The wage portion of each Individual Settlement Amount is subject to employee's share of state and federal employment and payroll taxes and withholdings prior to distribution to Settlement Class Members.

"Aggrieved Employees" is defined as all current and former hourly or non-exempt employees who worked for Mission Linen Supply as drivers any time from October 15, 2018, up to and including February 22, 2022.

Settlement Class Members are responsible for the reporting and payment of the Settlement Class Member's share of any federal, state, and/or local income or other tax or any other withholdings due with respect to any other funds received as a part of the Settlement. The Settlement Administrator, Mission Linen Supply and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

V. WHAT IS YOUR EXPECTED SHARE:

As discussed above, the Net Settlement Sum will be automatically distributed to Class Members who do not opt out of this Settlement (and the PAGA penalties will be distributed to all Class Members employed in the PAGA period regardless of whether they opt out), based on their respective number of workweeks.

Defendant's records reflect that you were employed [insert number of workweeks] workweeks during the Class Period, and [insert number of workweeks] during the PAGA Period, excluding any weeks that you were out of work on a leave of absence. Based on this number of workweeks, your gross Individual Settlement Amount is estimated to be [insert estimated amount].

The amount stated herein as your estimated Individual Settlement Amount may change depending on the number of Class Members who do not opt-out (if the number of Class Members increases over 10% as noted above) and the Court's order with respect to the requests for attorneys' fees, litigation costs and expenses, awards to class representative, administration expenses, and PAGA payment. Further, as discussed above, your gross Individual Settlement Amount regarding the class claims will be allocated as 15% wages (reported on an IRS Form W-4), and 85% interest and penalties (reported on an IRS Form 1099). The PAGA Payment will be reported as penalties on IRS Form 1099 and its state and local equivalents. The wage portion is subject to employee's share of state and federal employment and payroll taxes and withholdings prior to distribution.

VI. WHAT YOU NEED TO DO IN RESPONSE TO THIS NOTICE:

You have received this Notice because Mission Linen Supply's records indicate that you are a member of the conditionally certified Class. You have the following four options:

- 1. IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND REMAIN A MEMBER OF THE SETTLEMENT CLASS AND BE ISSUED A PAYMENT UNDER THE SETTLEMENT, YOU (or in the event of a deceased Class Member, the estate or authorized beneficiary) ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.** You will be issued payment if the Court grants final approval to the Settlement and Judgment becomes final, and you will release the Released Parties for the Released Claims (see next section for definition of "Released Claims" and "Released Parties"). If you wish to receive a payment under the Settlement, you must not "Opt Out" of the Settlement. **To ensure receipt of your payment, you must make sure that your correct mailing address is on file with the Settlement Administrator.**
- 2. YOU MAY ELECT TO "OPT OUT" OF THE SETTLEMENT CLASS AND THUS EXCLUDE YOURSELF FROM THE SETTLEMENT INCLUDING: (1) RECEIVING THE ASSOCIATED INDIVIDUAL SETTLEMENT AMOUNT PAYMENT, EXCEPT FOR THE AMOUNT YOU WILL RECEIVE AS AN AGGRIEVED EMPLOYEE UNDER THE PAGA; AND (2) THE ASSOCIATED RELEASE OF CLAIMS AND STIPULATED JUDGMENT, EXCEPT FOR THE RELEASE OF CLAIMS UNDER THE PAGA WHICH IS BINDING REGARDLESS OF WHETHER YOU OPT OUT.** If you wish to exercise this option, you must mail/fax to the Settlement Administrator an Opt Out request, in writing and signed (using the enclosed Request for Exclusion Form provided or your own separate document), which clearly states in substance: "I wish to exclude myself from the Settlement in *Fleming v. Mission Linen Supply* in the Sacramento County Superior Court, Case No. 34-2019-00267357," contains the Class Member's name, address,

telephone number and the last four digits of the Class Member's Social Security number and is postmarked/fax stamped on or before the [Response Deadline]. If a timely and complete Opt Out request is not received by the Settlement Administrator and postmarked/fax stamped on or before the [Response Deadline], you will be deemed to have forever waived your right to opt out of the Settlement Class. If the Request for Exclusion does not contain the above information it will not be deemed valid, however, if it does not include the Class Member's telephone number and/or last four digit of the Social Security number, it will still be deemed valid. Class Members who do not properly opt out of the Settlement shall be Members of the Settlement Class. Class Members who do properly opt out of the Settlement shall not be bound by the terms of the Settlement, except for the release of claims under the PAGA, shall not be allowed to object to this Settlement, and shall not be entitled to any benefits as a result of this Settlement, including payment of any Individual Settlement Amount, except for the amount that you are entitled to as an aggrieved employee under the PAGA. Opting out will still preclude you from filing a future PAGA Action regarding the time period from October 15, 2018, up to and including February 22, 2022 based on the Released Claims.

3. Third, provided you do not opt out of the Settlement Class, **you may enter an appearance in this lawsuit at your own expense, or obtain an attorney to enter an appearance for you in this lawsuit at your own expense.** Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election.
4. **FINALLY, PROVIDED YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS, YOU MAY OBJECT TO THE SETTLEMENT.** You may object to the Settlement by faxing/mailling written objections to the Settlement Administrator (using the enclosed form or your own separate document), postmarked/fax stamped on or before [Response Deadline], to the following address: ILYM Settlement Administrators, 14771 Plaza Dr., Suite L, Tustin, CA 92780, or via fax to: (888) 845-6185. The written objection must be signed and dated, state the Class Member's name, dates of employment as Defendant's employee, the case name and number (*James Fleming v. Mission Linen Supply, et al.*, Sacramento Superior Court Case No. 34-2019-00267357), identify the Department (53) along with the date and time of the Final Approval Hearing (November 10, 2022 at 1:30 p.m.), state that you wish to object to the Settlement, and the basis for the objection. Late written objections will not be valid.

If you take no action, you will remain a member of the Settlement Class. A Class Member who does not opt out of participation in the Settlement will be bound by the Judgment and be issued payment under the Settlement. If you remain a member of the Settlement Class, you will be represented by the attorneys for Plaintiff, who has been designated by the Court as Class Counsel:

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Zachary T. Gershman (SBN 328004)
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VII. RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

If the Court grants final approval of the Settlement, Class Members who do not Opt Out of the Settlement, will be subject to the Judgment rendered by the Court pursuant to the Settlement Agreement and be precluded from bringing Released Claims in the future for the period from November 19, 2016, up to and including February 22, 2022.

Specifically, after final approval by the Court, the Settlement will fully release and discharge all Released Claims (as defined below) of Settlement Class Members against Released Parties which shall mean Defendant, and all of its respective current and former owners, officers, directors, employees, partners, shareholders, agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives. ("Released Parties").

"Released Claims" shall mean collectively any and all California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description arising from any and all claims that were alleged or could have been alleged in the Complaint based on the facts contained therein, arising during the period November 19, 2016 up to and including February 22, 2022, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties (including penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended, California Labor Code section 2698, *et seq.*), liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, including without limitation, California Labor Code sections 201, 202, 203, 204, 208, 210, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699.3, 2699.5, 2800, 2802, California Business and Professions Code section 17200, *et seq.*, any IWC Wage Orders including but not limited to Wage Order Nos. 6-2001 and 9-2001, any claims for alleged failure to pay earned wages or pay minimum wage, including alleged violations arising from alleged off-the-clock work, unpaid minimum and overtime wages, untimely pay during and at termination of employment, failure to provide meal or rest breaks, failure to reimburse for business expenses, recordkeeping violations, and inaccurate pay stubs (including related to Labor Code Section 246).

In addition, after final approval by the Court, all Aggrieved Employees (regardless of whether the employee opted-out of the class settlement) shall fully release and forever discharge any and all claims arising during the PAGA Period for civil penalties under the PAGA that were alleged or could have been alleged against Mission Linen Supply based on the facts alleged in the operative complaint, and will be forever barred from pursuing against Mission Linen Supply any and all claims for PAGA civil penalties under the Labor Code, Wage Orders, and/or other provisions of law alleged or that could have been alleged based on the facts alleged in the operative complaint.

VIII. THE NEXT STEP:

The Settlement Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at November 10, 2022 in Department 53 of the Sacramento Superior Court, Hall of Justice, Second Floor, , 813 6th Street, 2nd Floor, Sacramento, CA 95814.

You are not required to attend the Settlement Hearing, although any Class Member is welcome to attend the hearing.

IX. HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice is only a summary of the class action lawsuit and the associated Settlement. For more information, you may inspect the Court files and the Settlement Agreement at the Gordon D. Schaber Courthouse, located at 720 9th Street, Sacramento, CA 95814. For information regarding the settlement and the documents filed with the Court in this case, you may refer to the Settlement Administrator's website at: [ILYM website address created for settlement]

You may also contact Class Counsel for more information: Jonathan Lebe (SBN 284605), Zachary Gershman (SBN 328004), Lebe Law APLC, 777 S. Alameda St., Los Angeles, CA 90021; Telephone: (310) 921-7056; or Ian Silvers (SBN 247216), Bisnar Chase LLP, 1301 Dove St, #120, Newport Beach, CA 92660.

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.

EXHIBIT 2

REQUEST FOR EXCLUSION FROM THE CLASS SETTLEMENT FORM

I wish to exclude myself from the settlement of class claims reached in the matter of *Fleming v. Mission Linen Supply*, in the Sacramento County Superior Court, Case No. 34-2019-00267357.

I understand that by excluding myself, I will **not** receive any money from the settlement reached in this matter for claims brought as a putative class action.

I understand that if I was employed with Mission Linen Supply from October 15, 2018 through February 22, 2022, I will receive a payment from the portion of the settlement allocated to claims for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA") regardless of whether I submit this Request for Exclusion form, and I will be bound by the release of claims under PAGA.

PLEASE PRINT CLEARLY

Name

Street Address

City, State ZIP

Telephone number

Last 4 of Social Security Number (for ID purposes)

Signature

Date

You must include all of the information above and sign this form for it to be effective. This Request for Exclusion Form must be postmarked by [Opt Out Deadline], and mailed to the following address, First Class postage prepaid or faxed to the fax telephone number listed below by [Opt Out Deadline]:

Fleming v. Mission Linen Supply

c/o _____

[_____] _____

[_____] _____

[insert fax telephone number]

EXHIBIT 3

OBJECTION FORM

Fleming v. Mission Linen Supply
Case No. 34-2019-00267357

IF YOU WISH TO OBJECT TO THE SETTLEMENT OR DISPUTE THE AMOUNT LISTED ON THE NOTICE OF CLASS ACTION SETTLEMENT YOU RECEIVED, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN [insert date 45 days after mailing of notice] OR FAXED TO THE FAX TELEPHONE NUMBER LISTED BELOW BY [insert date 45 days after mailing of notice]. IF YOU NEED ADDITIONAL SPACE TO EXPLAIN THE BASIS FOR YOUR DISPUTE, YOU MAY ATTACH ADDITIONAL PAGES TO THIS FORM.

Fleming v. Mission Linen Supply

c/o _____

[_____]

[_____, _____]

[insert fax telephone number]

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to object to the notice of class action settlement regarding the Final Approval Hearing scheduled for November 10, 2022 at 1:30 p.m. in Department 53 of the Hall of Justice, Second Floor, located at 813 6th Street, Sacramento, CA 95814. The basis of my dispute is as follows:

(You may attach additional pages if necessary to explain the basis of your objection)

Dated: _____, 2022.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)