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Attorneys for Plaintiffs,
Justin Adamo, Gabriel Padilla, and Brigitte Reyes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

JUSTIN ADAMO, an individual;
GABRIEL PADILLA, an individual;
BRIGITTE REYES, an individual;
individually on behalf of themselves and
all others similarly situated, under the
Private Attorney General Act (PAGA),
pursuant to Labor Code §§ 2698, et seq.

Plaintiffs;

v.

CLARK PEST CONTROL, INC., a
California Corporation; JMP BROS. INC.,
a California Corporation; JAMES F.
CLARK, JR, an individual and DOES 1-
50, inclusive.

Defendants.

Case No.: 20CECG00418

**SETTLEMENT AGREEMENT
PURSUANT TO THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT (“PAGA”); PROOF OF
SUBMISSION TO LWDA**

Date: April 7, 2022
Time: 3:30 p.m.
Dept: 501

The Honorable D. Tyler Tharpe

On March 15, 2022, the parties completed the execution of a settlement agreement under the California Private Attorneys General Act of 2004 (“Agreement”). The Agreement is being presented to this Court in support of Plaintiffs’ Motion for Approval of Settlement Under the California Private Attorneys General Act of 2004 (PAGA). Attached as Exhibit “1” is a true and correct copy of the entire PAGA settlement agreement.

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**MICHAEL J. F. SMITH,
A PROFESSIONAL CORPORATION**

Dated: March 15, 2022

By: /s/John L. Migliazzo
John L. Migliazzo,
Attorney for Plaintiffs

The foregoing document described above has been served on the California Labor and Workforce Development Agency (“Agency”) via the Agency’s online filing system (Labor Code § 2699(l)(2)):

Labor and Workforce Development Agency (<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

EXECUTED ON **March 15, 2022** at Fresno, California.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/John L. Migliazzo
John L. Migliazzo

Exhibit “1”

To Individual Settlement Agreement

PAGA SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs, Justin Adamo, Gabriel Padilla, and Brigitte Reyes, individually and in their capacity as representatives of the State of California on behalf of other aggrieved employees ("Plaintiffs"), and Defendants, JMP Bros, Inc. (formerly Clark Pest Control, Inc.), James F. Clark, Jr. Michael Clark, and Patrick Clark (Deceased)("Defendants"), hereby enter into this Settlement Agreement and Release ("Settlement Agreement"). The Private Attorney General Act of 2004, Labor Code §§ 2698 et seq. is hereinafter referred to as ("PAGA").

This Settlement Agreement and Release of Claims is a compromise between Plaintiffs and Defendants regarding Plaintiffs' alleged Labor Code violations, including PAGA claims, sought in the following action titled:

Justin Adamo, Gabriel Padilla, and Brigitte Reyes; individually and on behalf of others similarly situated v. Defendants, JMP Bros, Inc. (formerly Clark Pest Control, Inc.), James F. Clark, Jr.; and Does 1 through 50," Fresno County Superior Court Case No. 20CECG00418 ("Action").

RECITALS

1.0 This Settlement Agreement encompasses and shall include all present and former non-exempt California employees of Defendants in the position of "Route Technician", "Service Technician," "Lead/Route Supervisor," "Residential Technician," and "Commercial Technician" or those with similar duties and/or similar titles from the period of December 11, 2018 to the date of the date of the entry of the court order approving this settlement ("Covered Employees"). The period of December 11, 2018 to the date of the date of the entry of the court order approving this settlement shall be the "Settlement Period".

1.1 On December 11, 2019, Plaintiffs Justin Adamo and Gabriel Padilla, on behalf of himself and on behalf of all "Covered Employees", notified the Labor and Workforce Development Agency ("LWDA") of their allegations that Defendants had failed to properly pay its employees for minimum wages, overtime, meal and rest period premiums, wage statement violations, among other alleged labor code violations. The LWDA assigned the following case number: Case No. LWDA-761545-19. The LWDA did not provide any notice that it intended to investigate Plaintiff's allegations.

1.2 On January 7, 2020, Plaintiffs, Justin Adamo and Gabriel Padilla, submitted a second PAGA notice, alleging Defendants retaliated against them in violation of the Labor Code. The LWDA assigned the following case number: Case No. LWDA-764962-20. The LWDA did not provide any notice that it intended to investigate Plaintiffs' allegations.

1.3 On January 31, 2020, Plaintiffs filed Case No. 20CECG00418, in which Plaintiffs alleged various causes of action under the Labor Code. On March 13, 2020, Plaintiffs filed a First Amended Complaint, which includes PAGA Representative claims. On July 1, 2020, Plaintiffs filed a Second Amended Complaint, alleging the following causes of action: (1) Failure to Pay Minimum Wages (Labor Code §§ 558, 558.1, 1194, 1194.2, 1197.1); (2) Failure to Pay Regular (and Overtime) Wages (Labor Code §§ 510, 558, 558.1, 1194); (3) Failure to Provide

Accurate Itemized Wage Statements (Labor Code §§ 226, 226.3, 226.6, 558, 558.1, 1174, 1174.5, 1175); (4) Missed Meal Periods (Labor Code §§ 226.7, 512, 558, 558.1); (5) Accounting; (6) Failure to Produce Employment Records (Labor Code § 226); (7) Unfair business practices under the Unfair Competition Law (Business & Professions Code §§ 17200 et seq.); (8) Waiting Time Penalties (Labor Code §§ 201, 202, 203) (9) Failure to Make Semimonthly Payments (Labor Code §§ 204, 210); (10) Whistleblower Retaliation (Labor Code § 1102.5(b)); (11) Retaliation (Labor Code § 98.6); and (12) PAGA Civil Penalties (Labor Code §§ 2698, et seq.).

1.4 Defendants filed a general denial to the allegations in Plaintiffs' Second Amended Complaint on February 17, 2021, denying all material allegations of liability and asserting various affirmative defenses.

1.5 Defendants are entering this Agreement solely to avoid the time and expense of further litigation. Nothing in this Agreement may be construed as an admission of any wrongdoing by Defendants. Defendants have taken into account the uncertainty and risks inherent in litigation. Defendants have therefore concluded that it is desirable that the Action be settled in the manner and upon the terms and conditions set forth in this Agreement.

1.6 On January 18, 2022, the parties engaged in extensive mediation before experienced mediator and retired judge from the Fresno County Superior Court, the Honorable Donald S. Black (Ret.). Prior to mediation, Plaintiffs and Defendants engaged in both formal discovery and informal discovery that included the exchange of time and pay records for Plaintiffs, PMQ depositions, payroll records for Covered Employees, the number of Covered Employees and their pay rates, and other policy documents. Defendants also produced personnel documents for Plaintiffs. The Parties also participated in various telephonic conferences and exchanged information related to PAGA exposure. From November 8, 2019 to January 18, 2022, the parties continued to exchange information used as a basis to evaluate settlement, including several conversations by telephone and by email to clarify policies, continued to negotiate, and exchanged information relevant to the claims. This includes the review of more than 35,000 pages of additional records and evidence.

1.7 Defendants represent there are approximately 148 Covered Employees in the representative period of time encompassed in the Settlement Period, including Plaintiffs. If the number of Covered Employees increases by more than 10% through the PAGA period, the Gross Settlement Amount shall increase proportionately. For example, if there are 163 Covered Employees, the Gross Settlement Amount will increase by 10.13% (163/148).

1.8 Plaintiffs warrant they have not sold, assigned, or transferred any claim or cause of action, which he has or had against Defendants or any other person or entity who is covered by this release of claims.

1.9 In February 2020, Clark Pest Control of Stockton, Inc. purchased Clark Pest Control, Inc. Clark Pest Control of Stockton, Inc. is a subsidiary of Rollins, Inc. As part of the sale, Clark Pest Control of Stockton, Inc. purchased the name "Clark Pest Control, Inc." On February 20, 2020, Clark Pest Control, Inc. amended its corporate name to reflect "JMP Bros, Inc." Effective February 17, 2020, JMP Bros., Inc. terminated each of its employees employed by JMP Bros., Inc. The Parties specifically agree that this settlement does not release any claims

PAGA SETTLEMENT AGREEMENT

by Covered Employees against "Clark Pest Control of Stockton, Inc." or "Rollins, Inc.", as these entities did not assume liability for wage and violations asserted by Plaintiffs in this Action. The release only releases claims against JMP, Bros. Inc. (formerly Clark Pest Control, Inc.) and its owners (James Clark, Jr.; Michael Clark; and Patrick Clark). Any claims Covered Employees may have accrued against Clark Pest Control of Stockton, Inc. or Rollins, Inc. after February 17, 2020 are specifically excluded.

1.9 Amendment to the Complaint. The Parties agree that the Parties will stipulate to the filing of a Third Amended Complaint ("TAC") to add Michael Clark and Patrick Clark (deceased) as individual Defendants, and to add a causes of action. Defendants warrant and represent that each of the named Defendants and/or Defendants' estate will be contributing to the Gross Settlement Amount, either directly or indirectly through JMP Bros. Inc.

THEREFORE, in consideration of the mutual promises, assurances, and covenants set forth in this Settlement Agreement, the parties agree as follows:

AGREEMENT

2.0 Gross Settlement Amount. Subject to the notice procedures set forth below and Approval by the Court, Defendants agree to pay \$150,000 to settle representative claims (the "Gross Settlement Amount"). The Gross Settlement Amount shall be allocated as follows, subject to approval by the Court: (i) \$50,000 for an award of attorneys' fees (the "Attorneys' Fees Payment"); (ii) up to \$4,000 for reimbursement of actual costs associated with Plaintiffs' Counsel's litigation and settlement of the Released Claims (the "Litigation Costs Payment"); (iii) Up to \$3,000 for all fees and expenses of the court-approved settlement administrator ("Settlement Administrator") associated with the administration of the settlement; (iv) after deduction of the amounts enumerated above, the net distribution amount estimated to be \$93,000 (the "Net Distribution Amount") shall be made to Covered Employees (including Plaintiffs) and to the LWDA in accordance with Paragraph 2.1.

2.1 Payment of the PAGA Settlement. The Net Distribution Amount, shall be calculated after deducting the Attorneys' Fees Payment and Litigation Costs Payment. The Net Distribution Amount is estimated to be \$93,000.00, to be distributed as follows:

- a) Seventy-Five Percent (75%) of the Net Distribution Amount shall be distributed to the LWDA and the other Twenty-Five Percent (25%) distributed to the Covered Employees, and shall be distributed to Covered Employees Adjusted *Pro Rata*, based on their respective number of compensable workweeks during Settlement Period, according to Defendants' records. Covered Employees will receive a 1099-MISC (Box 3) for this sum paid as Other PAGA Penalties. The estimated division of the Net Distribution Amount is \$69,750 to the LWDA, and \$23,250 to the Covered Employees.

2.2 Court Approval. After full execution of this Settlement Agreement, Plaintiffs shall promptly apply to the court for approval of the settlement. Defendants shall not oppose the request, and shall make reasonable efforts to cooperate in obtaining approval of the settlement. Plaintiffs' counsel shall submit the Agreement to the Court and LWDA, as necessary under

Labor Code § 2699(l) and any other applicable provision. Should the Court not grant approval of this Settlement Agreement or should the LWDA object to this Settlement Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties. The Court shall retain jurisdiction to enforce the terms and conditions of the judgment. The judgment shall not be recorded in any manner, and no effort shall be made to enforce it, unless Defendants default on its payment obligations under this Settlement Agreement. If the Agreement is null and void, and a new trial date is selected, all discovery deadlines shall be based on the new trial date.

2.3 Payment to Plaintiffs. The Parties acknowledge that Defendants have agreed to pay Plaintiffs to settle their individual claims against Defendants in a separate settlement agreement being executed concurrently with this Settlement Agreement.

2.4 No Reversion. There will be no return of any funds to Defendants under this Settlement if approved. If this Settlement is not approved by the Court, the Parties will work together in good faith to accommodate any objections or concerns given by the Court. If the Parties are unable to resolve the Court's objections or concerns, this agreement will be deemed void and the Parties agree to cooperate to return the case to the procedural stance in place as of January 18, 2022.

2.5 Non-Disparagement. Plaintiffs, as well as his respective counsel, agree not to publicly disparage Defendants or any of the Released Parties. Defendants as well as its respective counsel, agree on their own behalf and on behalf of its present owners not to publicly disparage Plaintiffs.

RELEASED CLAIMS

3.0 Released Parties. The "Released Parties" under this agreement are Defendants and their respective former, current and future parent companies, subsidiaries, agents, employees, former employees, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors and employees) predecessors, successors, and assigns, and any individual or entity which could be jointly liable for any of the Released Claims as defined in paragraph 3.1 and any other persons or entities who are or were connected in any way to Plaintiffs' employment with Defendants. However, the Parties agree that JMP Bros., Inc. terminated all of its remaining employees effective February 17, 2020. In accordance with Paragraph 1.9 above, Released Parties specifically excludes "Clark Pest Control of Stockton, Inc." and "Rollins, Inc." from the release and Settlement Agreement. Any claims Covered Employees may have accrued against Clark Pest Control of Stockton, Inc. or Rollins, Inc., including claims after February 17, 2020 are specifically excluded from the release.

3.1 Released Claims. The Released Claims include any and all claims for civil penalties that could have been assessed or collected by Plaintiff or the LWDA, a State of California Executive Branch Agency under California Labor Code §§ 2698, et seq. ("PAGA"), based on the factual allegations of the Second Amended Complaint, pending Third Amended Complaint, and the first and second PAGA Notices, including alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.6, 226.7, 500, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5,

1194, 1194.2, 1197, 1197.1, 2699, and IWC Wage Order No. 5-2001, failure to pay all hours worked or overtime wages, failure to pay minimum wages, failure to timely pay wages during employment and upon termination, failure to provide duty-free rest periods, failure to provide duty-free meal periods, failure to provide compliant wage statements, failure to maintain payroll records and/or satisfy recordkeeping requirements, and civil penalties. As to Gabriel Padilla and Justin Adamo only, this settlement release extends to claims for violations of Labor Code §§ 98.6 and 1102.5. Except as to the Plaintiffs who will be entering in to an individual settlement agreement as to his claims, the released claims do not include any underlying individual claims or causes of action the Covered Employees may have, and relief they may seek, individually, against Released Parties with respect to violations of the California Labor Code. The Release only includes claims under PAGA, arising out of the facts, circumstances, and primary rights at issue in the Action. It does not include the individual claims of Covered Employees.

3.2 Releases. Upon the Effective Date, Plaintiffs, individually and as representatives acting as a proxy or agent of the LWDA, to the fullest extent allowed by law, shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims and Plaintiffs and the LWDA may be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims, pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 or other applicable law.

ADVICE OF ATTORNEY

4.0 Plaintiffs acknowledge that Defendants, through counsel to Plaintiffs' counsel, encouraged Plaintiffs to seek independent representation or legal counsel regarding the rights being waived by this Settlement Agreement, and was given a full and fair opportunity to become fully informed about the legal impact of this Agreement before signing this Settlement Agreement. Plaintiffs are represented by counsel experienced in this type of matter, and this Settlement Agreement was reached after extensive negotiations. Plaintiff warrants and represents that in executing this Settlement Agreement, he has had the opportunity to have the terms of this Agreement and its consequences completely explained to them by his attorney, and fully understands the terms and consequences of this Settlement Agreement.

4.1 Plaintiffs represent and acknowledge they are voluntarily entering into this Settlement Agreement with the full knowledge of the rights they may be waiving.

SUCCESSORS

5.0 This Settlement Agreement shall inure to the benefit of the Covered Employees and Defendants, and each of their respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors and employees) predecessors, successors, heirs, and assigns, and any individual or entity which could be jointly liable for any of the Released Claims as defined in paragraph 3.1.

EFFECTUATION

6.0 The Parties shall execute any and all other documents and do all other things which may be reasonably necessary to carry out the terms of this Settlement Agreement.

6.1 The Court shall enter judgment upon approval of the settlement agreement. The Court shall retain jurisdiction over the parties to enforce the terms of the judgment. Notice of entry of judgment and order shall be served on the LWDA.

6.2 The parties agree that this Agreement may be executed in counterparts and that original signatures, facsimile signatures, or PDF files of signatures shall be binding.

ATTORNEY'S FEES AND COSTS

7.0 **Attorneys' Fees.** As part of the request for Court Approval, Plaintiffs' Counsel will submit its request for an award of attorneys' fees and an application for reimbursement of any actual costs associated with Plaintiffs' Counsel's litigation and settlement of the Released Claims, to be paid out of the Gross Settlement Amount. Defendants will not oppose this application. The Court shall determine the amount of costs and attorneys' fees to be paid to Plaintiffs' Counsel at the hearing on Approval of the PAGA settlement. Any portion of the amount sought for fees and costs that are not awarded to Plaintiffs' counsel will not revert to Defendants, but will be part of the Net Distribution Amount to be redistributed to Covered Employees on a pro rata basis as set forth in Paragraph 2.1.

7.1 **Each Party to Bear Own Costs.** Except as is specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action, and will not seek reimbursement thereof from any Party to this Agreement.

NOTICE AND PAYMENT PROCEDURES

8.0 **List of Covered Employees.** Within fifteen (15) days after entry of an order approving this Settlement Agreement, the Parties will provide the Settlement Administrator with a list of Covered Employees including the names, last known addresses, and social security numbers (in electronic format) of Covered Employees, as well as the total workweeks worked by each Covered Employee during the Settlement Period.

8.1 **Address Updates.** Within seven (7) days from receipt of the employee information, the Settlement Administrator shall: (i) run the names of all Covered Employees through the National Change of Address ("NCOA") database to determine any updated addresses for Covered Employees; and (ii) update the addresses of any Covered Employee for whom an updated address was found through the NCOA search. The Settlement Administrator shall use its best professional efforts, including utilizing a "skip trace," to track any Covered Employee's mailing returned as undeliverable. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Covered Employee.

8.2 Timing of Payments. Within 15 calendar days after entry of an order approving this Settlement Agreement, Defendants shall pay the Gross Settlement Amount to the Court-appointed settlement administrator. Any late payment to the Settlement Administrator will incur interest at the statutory rate for a judgment for wages (10% per annum). The Parties will meet and confer on an appropriate administrator. Within 15 calendar days of the "Effective Date", the settlement administrator will make payments to Plaintiffs, Plaintiffs' counsel, the LWDA, and the Covered Employees in accordance with this Settlement Agreement. Effective Date shall be the later of: (a) the day after the last date by which the final judgment in the Action may be appealed, and no appeal is filed; or (b) if an appeal of final judgment is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; or (c) if an appeal of the final judgment is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the judgment can be requested; or (d) if review is accepted, the day the California Supreme Court affirms the settlement.

8.3 Notice to Covered Employees. Each settlement payment made by Defendants to each Covered Employee shall be accompanied by a letter explaining why the check is being sent and a basis for the calculation. The letter shall be approved by the Court upon approval of the PAGA Settlement Agreement. Defendants represent the addresses and data provided to effectuate the Adjusted Pro Rata distribution of the settlement is accurate to the best of Defendants' knowledge.

8.4 Notice of Compliance. Within 21 calendar days of payments and notices to Covered Employees, the Settlement Administrator shall file and serve a declaration of compliance with the Court.

8.5 Returned Settlement Checks. In the event that an Individual Settlement Payment check is returned to the Defendants with a forwarding address, the Individual Settlement Payment check will be forwarded to the forwarding address. In the event an Individual Settlement Payment check is returned to the Defendants without a forwarding address or is otherwise undeliverable, Defendants will make a diligent effort to correct the address and re-mail the returned Individual Settlement Payment check. If within the 180-calendar day period, the Covered Employee contacts the Defendants or counsel for either Party with a new address, the Individual Settlement Payment check will be re-issued and mailed to the new address provided any such re-issued Individual Settlement Payment check will indicate on its face that it is void if not negotiated within 180 calendar days of its issuance.

8.6 Disposition Of Uncashed Individual Settlement Payment Checks. Individual Settlement Payment checks shall be negotiable for not less than 180 calendar days from issuance. All Individual Settlement Payment checks will indicate on their face that they are void if not negotiated within 180 calendar days of issuance. The notice of settlement and any cover letter enclosed with Checks will note this 180-day requirement. For settlement payment checks returned as undeliverable and those individual settlement payment checks remaining uncashed for more than 180 calendar days after issuance, the net funds shall be deposited into the California Secretary of State's Unclaimed Property division in the name of each such Covered

Employee or as otherwise directed by the Court.

8.7 No additional Contribution by Defendants. Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Amount specified in Paragraph 2.0.

8.8 No Effect On Employee Benefits. All individual settlement awards to Covered Employees shall be deemed to be paid to such Covered Employees in the year in which such payments actually are received by the Covered Employees. It is expressly understood and agreed that the receipt of such individual settlement awards will not entitle any Covered Employees 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 Agreement, nor will it entitle any Covered Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this settlement that the individual settlement awards provided for in this settlement are the sole payments to be made by Defendants to the Covered Employees, and that the Covered Employees are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (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).

TAX TREATMENT OF INDIVIDUAL SETTLEMENT PAYMENTS

10.0 Tax Treatment. As to funds distributed under Paragraph 2.1, it is agreed that PAGA Penalties Amount will be considered penalties. Covered Employees will receive a 1099-Misc (Box 3) for the sum paid as penalties where applicable. Defendants (through the Settlement Administrator) will issue all tax reporting documents as required by law.

10.1 No Warranty. The Parties make no warranty as to any tax consequences of any payment hereunder. Any determination of the tax consequences of those payments is the sole responsibility of the Covered Employee. Covered Employees who receive an individual settlement payment pursuant to this settlement shall be responsible for correctly characterizing such amounts for tax reporting purposes and solely responsible for any and all tax obligations associated with such receipt.

ENTIRE AGREEMENT

11.0 This Agreement is the complete and entire agreement between the parties regarding the settled claims as of the effective date of the Agreement, and is intended to be fully integrated. Any and all prior agreements and/or understandings, whether written or oral, that are not set forth in this Agreement shall have no force or effect. Each party acknowledges and represents that in executing this Agreement they have not relied upon any inducements, promises, or representations made by the other party or any person representing any other party which are not specifically set forth in this Agreement.

11.1 This Agreement may not be modified, except by a written agreement signed by all parties.

VENUE

12.0 The parties agree that this Agreement is entered into and is to be performed in Fresno County, California and that venue for any proceeding to enforce or interpret this Agreement shall be in Fresno County, California.

MUTUAL DRAFTING

13.0 Each party to this Agreement has had an opportunity to participate in the drafting of this Agreement to the extent they desire and, therefore, this Agreement shall be construed according to its plain meaning and not strictly construed for or against either party.

SEVERABILITY

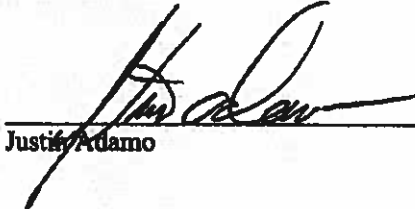
14.0 Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be severable and deemed not to be a part of this Agreement.

[SIGNATURES ON NEXT PAGE]

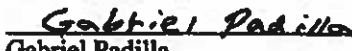
SIGNATURES

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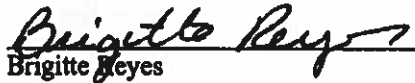
DATED: 3/9/2022


Justin Adamo

DATED: 3-9-22


Gabriel Padilla

DATED: 3-9-22
ML


Brigitte Reyes

DATED: 3/22/22


Authorized Representative
JMP Bros., Inc. (formerly Clark
Pest Control, Inc.)
DocuSigned by:
JAMES CLARK JR
James F. Clark, Jr.

DATED: 3/15/2022


Michael Clark

DATED: 3/10/22

DATED: 3/10/22


Authorized Representative of Patrick Clark
and/or the Estate of Patrick Clark

APPROVED AS TO FORM ONLY:

LeBeau Thelan, LLP

By: Daniel Klingenberg
Counsel for Defendants

Date

Michael J.F. Smith, A Professional Corporation

By: John Migliazzo
Counsel for Plaintiffs

3-9-22
Date

PAGA SETTLEMENT AGREEMENT

Page 10 of 10