

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Irma Guerrero and Ariel Cortes Silva (“Plaintiffs”) on behalf of themselves and on behalf of the State of California and all allegedly-aggrieved employees (referred to herein as the “PAGA Settlement Members”), and Defendants D&G Enterprises, Inc., a California corporation doing business as CleanNet of the Bay Area; CleanNet USA, Inc. and CleanNet of Southern California, Inc. (“Defendants”), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Plaintiffs and Defendants collectively are referred to herein as the “Parties.” Capitalized terms as used herein shall have the meanings set forth in Section I or elsewhere in this Settlement Agreement and Release.

I. RECITALS

WHEREAS, on April 13, 2020, Irma Guerrero and Ariel Cortes Silva notified the Labor Workforce Development Agency (“LWDA”) of their intent to file an action under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”) (“Plaintiffs’ PAGA Letter”);

WHEREAS, Plaintiffs allowed the LWDA an opportunity to investigate their claims as required by the Labor Code.

WHEREAS, the LWDA took no action in response to Plaintiffs’ notice;

WHEREAS, on May 13, 2020, Irma Guerrero and Ariel Cortes Silva commenced a lawsuit by filing a Complaint styled *Irma Guerrero and Ariel Cortes Silva v. D&G Enterprises, Inc., a California corporation doing business as CleanNet of the Bay Area; CleanNet USA, Inc. and CleanNet of Southern California, Inc., and Does 1 through 25, inclusive*, Alameda County Superior Court Case No. RG20062750, claiming damages for the violation of Labor Code section 2802 (business expenses), 221 (unlawful deductions), 226.7 (meal periods), 226.7 (rest periods), 226 (wage statements), 1197 (minimum wage), 510 (overtime), and California Business & Professions Code.

WHEREAS, on June 24, 2020, Plaintiffs filed an Amended Complaint adding a PAGA representative claim against Defendants on behalf of all CleanNet franchisees in California.

WHEREAS, during the course of the litigation the Parties engaged in informal discovery, including the exchange of data and documents;

WHEREAS, on July 17, 2020, the Parties participated in a full-day private mediation in with experienced wage and hour Mediator Tripper Ortman and continued to engage in follow-up negotiations until an agreement was reached;

WHEREAS, in the provision of information for and the conduct of the mediation the Parties agreed that the resolution of the PAGA claims should include all CleanNet franchisees in California, including those of FCDK, Inc. and Paqnet, Inc.;

WHEREAS the Parties agreed that, as to all CleanNet franchisees the settlement should include all claims for civil money penalties related to the alleged misclassification of franchisees as independent contractors;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the claims described in the pleadings in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. “Action” means the PAGA claims in the case entitled *Irma Guerrero and Ariel Cortes Silva v. D&G Enterprises, et al.*, pending in the Superior Court of the State of California for the County of Alameda (“Court”), Case No. RG20062750. It does not include Plaintiffs’ individual claims.

2. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to Plaintiffs’ Counsel for the services they have rendered and will render to the PAGA Settlement Members in the Action, and which shall not exceed Three Hundred and Eight Thousand Three Hundred Thirty Three Dollars (\$308,333.00).

3. “Attorneys’ Costs” means such litigation costs as the Court may award to Plaintiffs’ Counsel for the costs it has incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Twenty Thousand Dollars (\$20,000).

4. “Defense Counsel” means R. Brian Dixon and Laura E. Hayward, of Littler Mendelson, P.C. and Charles G. Miller of Bartko, Zankel, Bunzel & Miller.

5. “Effective Date” means the date the Court’s order granting Settlement Approval and entry of Final Judgment as stated in this Settlement Agreement and Exhibit B comes final and is no longer appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms without modification the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is

affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed without modification. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions.

6. “Individual Settlement Payment” means the portion of the PAGA Settlement Fund allocated to each PAGA Settlement Member, as calculated pursuant to Section C(12) below. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Settlement Members shall be deemed miscellaneous income for which a Form 1099 will be issued.

7. “Notice” means the form of notice that will be sent to each PAGA Settlement Member accompanying their Individual Settlement Payments, which shall be substantially in the form attached hereto as **Exhibit A**.

8. “PAGA Settlement Member” means all current and former franchisees of Defendants and of FCDK, Inc. and Paqnet, Inc. in the State of California during the Settlement Period. As of December 31, 2020, there were approximately 300 PAGA Settlement Members during the Settlement Period. As to those franchisees which were for any part of the Settlement Period any form of general or limited partnership, corporation, joint venture, limited liability company or other form of business entity, a PAGA Settlement Member includes the claims of such general and limited partners, shareholders, joint venturers, members or other individuals or entities having any ownership interest in such franchisee.

9. “PAGA Settlement Member List” means the list of full names, most recent mailing addresses, Tax Identification numbers, and number of calendar months during which each PAGA Settlement Member provided franchise services to Defendants during the Settlement Period, which Defendants will diligently and in good faith compile from their records.

10. “PAGA Settlement Fund” means the Total Monetary Settlement Amount minus (a) the award of Attorneys’ Fees to Plaintiffs’ Counsel; (b) the award of Attorneys’ Costs to Plaintiffs’ Counsel; (c) Service Awards to the Named Plaintiffs; and (d) Settlement Administration Costs. Seventy-five percent (75%) of the PAGA Settlement Fund will be distributed to the LWDA and twenty-five percent (25%) will be distributed to PAGA Settlement Members.

11. “Plaintiffs’ Counsel” means Jessica Riggin and Valerie Brender of Rukin Hyland & Riggin LLP.

12. “Released Claims” means all PAGA claims whether known or unknown that were actually alleged or that could have been alleged in the operative complaint and Plaintiffs’ PAGA Letter regarding the alleged misclassification of franchisees as independent contractors, regardless of the basis on which the franchisees are alleged to be independent contractors or the provision of the Labor Code alleged to have been violated in whole or part as a consequence of such misclassification, and which occurred during the Settlement Period, including but not limited to Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 226.8, 400-410, 432.5, 450,

510, 512 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.3, 2750.3 and Industrial Welfare Commission Wage Order 5-2001, and including the PAGA penalty claims described in the PAGA letter of Plaintiffs, dated April 13, 2020, in the pending Action; (b) that Defendants are liable to any person or entity for the attorneys' fees and costs incurred in the inception, prosecution or resolution of this Action on behalf of the PAGA Settlement Members; (c) that Defendants are liable for any other remedies, penalties, or interest under PAGA whether known or unknown that were actually alleged or that could have been alleged in the operative complaint and Plaintiffs' PAGA Letter regarding the alleged misclassification of franchisees as independent contractors, regardless of the basis on which the franchisees are alleged to be independent contractors or the provision of the Labor Code alleged to have been violated in whole or part as a consequence of such misclassification; and (d) all claims that Plaintiffs and/or the PAGA Settlement Members may have against the Released Parties relating to: the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel arising out of the Action. The release of the Released Claims shall be effective as to the entire Settlement Period.

13. "Released Parties" means Defendants D&G Enterprises, Inc., a California corporation doing business as CleanNet of the Bay Area; CleanNet USA, Inc., CleanNet of Southern California, Inc., FCDK, Inc. and Paqnet, Inc. and their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing. The Parties agree that this settlement by the Released Parties and the Plaintiffs in their capacity as Private Attorneys' General is intended to be broadly construed in resolution of all civil penalty claims arising out of the Action.

14. "Settlement Administrator" means Simpluris, a third-party settlement claims administrator that the Parties will ask the Court to appoint for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

15. "Settlement Administration Costs" means the amount from the Total Monetary Settlement Amount which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed \$3,999 Dollars (\$3,999.00).

16. "Settlement Approval Order and Judgment" means the settlement approval order and judgment that will be entered by the Court, which shall be substantially in the form attached hereto as **Exhibit B**.

17. "Settlement Fund Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

18. “Settlement Period” shall mean April 13, 2019 through the date of entry of the Settlement Approval Order and Judgment.

19. “Total Monetary Settlement Amount” means the Nine Hundred Twenty-Five Thousand Dollars (\$925,000.00) that Defendants will pay if the Court approves this Settlement and the Effective Date occurs. The Total Monetary Settlement Amount will be used to pay: (a) the PAGA Settlement Fund to the LWDA and to the Settlement Members; (b) the award of Attorneys’ Fees to Plaintiffs’ Counsel; (c) the award of Attorneys’ Costs to Plaintiffs’ Counsel; (d) Settlement Administration Costs; and (e) service awards to the named Plaintiffs. Under no circumstances will Defendants be required to pay more than Nine Hundred Twenty-Five Thousand Dollars (\$925,000.00). In no event will any money revert to Defendants.

20. “Void Date” means the 181st day after issuance of Individual Settlement Payment checks to PAGA Settlement Members, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendants and the Released Parties have contended and continue to contend that the allegations in the Action have no merit and do not give rise to liability. Defendants and the Released Parties specifically deny all of the allegations in the PAGA Letter and all complaints and amended complaints in the Action and deny that a PAGA claim on these facts would be manageable. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendants will pay the Total Monetary Settlement Amount of Nine Hundred Twenty Five Thousand Dollars (\$925,000.00). All amounts to be paid by Defendants shall be deposited into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

- a. Attorneys’ Fees. In full satisfaction of all claims Plaintiffs may have for attorneys’ fees arising out of the Action, Plaintiffs may request an award of attorneys’ fees from the Court, in an amount not to exceed Three Hundred and Eight Thousand Three Hundred Thirty Three Dollars (\$308,333.00) to be paid from the Total Monetary Settlement Amount. Defendants agree not to oppose Plaintiffs’ application for Attorneys’ Fees not to exceed this sum. The Attorneys’ Fees to be awarded to Plaintiffs are subject to the approval of the Court and will be paid only from the Total Monetary Settlement Amount. Any portion of the Attorneys’ Fees not awarded to Plaintiffs’ Counsel will be added to the PAGA Settlement Fund. Plaintiffs understand and agree that this Agreement and Release shall remain in full

force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court.

- b. Attorneys' Costs. In full satisfaction of all claims Plaintiffs may have for litigation costs and expenses arising out of the Action, Plaintiffs may request an award of Attorneys' Costs in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to be paid from the Total Monetary Settlement Amount. Defendants agree not to oppose Plaintiffs' application for Attorneys' Costs not to exceed this sum. The Attorneys' Costs to be awarded to Plaintiffs are subject to the approval of the Court and will be paid only from the Total Monetary Settlement Amount. Any portion of the Attorneys' Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Settlement Fund. Plaintiffs understand and agree that this Agreement and Release shall remain in full force and effect even if the full amount of Attorneys' Costs identified herein is not awarded by the Court.
 - c. Plaintiffs' Service Award. Defendants shall not oppose an application by Named Plaintiffs, and Named Plaintiffs shall not seek or receive an amount in excess of Five Thousand Dollars each (\$5,000.00) for their participation in and assistance with the Action. Any service award provided to the Named Plaintiffs by the Court shall be deducted from the Total Monetary Settlement Amount and shall be reported on IRS Form 1099. If the Court approves a service award of less than Five Thousand Dollars (\$5,000.00) to Named Plaintiffs, then the unapproved portion or portions shall revert into the PAGA Settlement Fund.
 - d. Settlement Administration Costs. The parties agree that third-party administration fees that are necessary to administer the Settlement up to an amount not to exceed Three Thousand Nine Hundred and Ninety Nine Dollars (\$3,999.00) shall be paid out of the Total Monetary Settlement Amount. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Total Monetary Settlement Amount. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the PAGA Settlement Fund.
 - e. PAGA Settlement Fund. The Parties agree that Nine Hundred Twenty Five Thousand Dollars (\$925,000.00) minus (a) the award of Attorneys' Fees to Plaintiffs' Counsel; (b) the award of Attorneys' Costs to Plaintiffs' Counsel; (c) the Service Awards to the Named Plaintiffs; and (d) Settlement Administration Costs, will be paid to PAGA Settlement Members and the LWDA in full satisfaction of Released Claims against all Released Parties. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Fund will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Settlement Fund will be paid to all PAGA Settlement Members pursuant to the calculation method set forth in Section C(12) below.
3. PAGA Settlement Members' Release. Upon the Effective Date, Plaintiffs and the State of California, including all of its subsidiary departments, agencies and other constituent parts

and their representatives in their official capacities, and all PAGA Settlement Members release the Released Parties from the Released Claims. This release shall be effective as to the entire Settlement Period. As a result of this release, the State of California cannot pursue the Released Claims through any other aggrieved employee, including any PAGA Settlement Members and no PAGA Settlement Member can assert or pursue any of the Released Claims. This release extends only to the penalties available through PAGA and does not release the individual, non-PAGA claims of the PAGA Settlement Members, including any underlying individual claims for unpaid minimum, overtime, or other wages.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiffs will promptly request a hearing before the Court to seek approval of the Settlement on a mutually available date. In conjunction with such hearing, Plaintiffs' Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment (in the form of the proposed Settlement Approval Order and Judgment attached hereto as **Exhibit B**) approving and incorporating by reference the terms and conditions of the Settlement Agreement. Plaintiffs' Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials prior to their submission to the Court. Defendants agree not to oppose Plaintiffs' motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Settlement Members to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Settlement Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties agree to take all necessary and appropriate actions to secure Court approval of the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Member to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal filed with respect to the Final Order.

3. LWDA Notice. Pursuant to California Labor Code § 2699(I), Plaintiffs will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiffs will also file with the Court a declaration in support of their motion for Settlement Approval confirming that they have submitted the Settlement to the LWDA in compliance with Labor Code § 2699(I).

4. Judgment and Continued Jurisdiction. After entry of the Approval Order and Judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under California Rules of Court or as set forth in this Settlement Agreement.

5. Settlement Administrator. Upon approval of the Court, the Parties will retain Simpluris, Inc. as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account as a Qualified Settlement Fund; calculating Individual Settlement Payments; preparing, printing, and

mailing the Individual Settlement Checks and accompanying Notice to PAGA Settlement Members; disbursing payment of Attorneys' Fees and Attorneys' Costs to Plaintiffs' Counsel; disbursing payment to the LWDA of its portion of the PAGA Settlement Fund; printing and providing PAGA Settlement Members, Plaintiffs, and Plaintiffs' Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing W-9 Forms to Defendants and FCDK, Inc. and Paqnet, Inc., providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiffs, the LWDA, Plaintiffs' Counsel or any PAGA Settlement Member until the amounts are approved by the Parties. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Settlement Member List. On or before the Effective Date, Defendants will provide the Settlement Administrator with the PAGA Settlement Member List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Settlement Members' sensitive personal information is included in the PAGA Settlement Member List, the Settlement Administrator shall maintain the PAGA Settlement Member List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Settlement Member List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Settlement Member List for administration of this Settlement.

7. PAGA Data. By no later than March 9, 2021, Defendants agree to provide to Plaintiffs' Counsel (a) the exact number of PAGA Settlement Members and (2) the number of calendar months during which PAGA Settlement Members provided franchise services to Defendants, for the period including the month of April 2019 through and including the month of December 2020. The number of PAGA Settlement Members and the number of calendar months during which PAGA Settlement Members provided franchise services to Defendants during the Settlement Period will be updated through the date of entry of the Settlement Approval Order and Judgment before the PAGA Settlement Member List is provided to the Settlement Administrator.

8. Funding of the Settlement. Within fifteen (15) calendar days following the Effective Date, Defendants shall fund the Settlement by delivering Total Monetary Settlement Amount to the Settlement Administrator.

9. Payment of Attorney's Fees and Attorney's Costs. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorneys' Fees and Attorneys' Costs to Plaintiffs' Counsel. Plaintiffs' Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payments for Attorneys' Fees and Attorneys' Costs are issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs' Counsel for the payments made pursuant to this paragraph. Defendants' payment of the Attorney's Fees and Attorney's Costs shall

constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm (including but not limited to Plaintiffs' Counsel) or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiffs and/or PAGA Settlement Members. Plaintiffs' counsel represent and warrant that they are not aware of or have any reason to believe that there are any claims of or liens or potential claims or liens for attorney's fees, expenses and/or costs on behalf of any person or entity other than Plaintiffs' counsel.

10. Settlement Administration Costs. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

11. Payment to LWDA. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Settlement Fund.

12. Individual Settlement Payments. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments as provided in Section C(12). Individual Settlement Payments shall be mailed to PAGA Settlement Members' last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address (NCOA) Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Tax Identification number of the PAGA Settlement Member involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Settlement Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be paid by the Settlement Administrator to the LWDA.

13. Calculation of Individual Settlement Payments. All PAGA Settlement Members will receive an Individual Settlement Payment. The lump sum payment to each PAGA Settlement Member will be determined by dividing 25% of the PAGA Settlement Fund by the total number of calendar months during which PAGA Settlement Members provided franchise services to Defendants during the Settlement Period (the "Monthly Amount") and then multiplying the Monthly Amount by the number of calendar months during which each PAGA Settlement Member provided franchise services to Defendants during the Settlement Period. The results will be rounded to the nearest cent. If there are any funds remaining after the rounding, the remaining funds will be paid to the LWDA. As to PAGA Settlement Members whose franchisees were duly recorded with Defendants or FCDK, Inc. and Paqnet, Inc. as a general or limited partnership, corporation, joint venture, limited liability company or other form of business entity, payment shall

be issued in the name of the general or limited partnership, corporation, joint venture, limited liability company or other form of business entity.

14. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Settlement Members, and Plaintiffs' Counsel Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

D. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiffs and other PAGA Settlement Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans).

2. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiffs understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiffs' Counsel, Defendants, the Released Parties, Defense Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable settlement proceeds. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

3. No Prior Assignments. The Parties and their 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 right herein released and discharged.

4. No Pending Lawsuits By Plaintiffs. Other than the Action and Plaintiffs' related individual claims as described herein, Plaintiffs represent that they do not have any pending lawsuits, administrative complaints, or charges against Defendants or the Released Parties in any local, state, or federal court or administrative agency or with any other dispute resolution procedure. Plaintiffs further acknowledge that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval order. Plaintiffs represent that their claims for damages as originally filed with the Court on May 13, 2020 were separately resolved in independent discussions from the PAGA mediation and the settlement of such claims did not influence their actions as Private Attorneys General.

5. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

6. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

7. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

8. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendants represent and warrant that he, she or they are authorized to sign this Settlement Agreement on behalf of Defendants. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement to a third party.

9. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

10. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11. California Law Governs. All terms of this Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

12. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts. Electronic signatures (e.g., Docu-signed signatures) shall not be used to execute this Settlement Agreement; rather, actual ink signatures shall be used to execute this Settlement Agreement.

13. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

14. Waiver of Certain Appeals. In the event the Court grants approval of this Settlement, Plaintiffs agree to waive appeals concerning this Settlement. In the event that the Court grants approval of only some portions of this Settlement, Plaintiffs agree to waive appeals concerning the portions of the Settlement which were approved.

15. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

16. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and Plaintiffs' Counsel warrant and represent that there are no liens on the Agreement.

18. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

19. Publicity. The Parties agree that Plaintiffs and Plaintiffs' Counsel will not communicate the fact of, or the terms of, this Settlement to members of the press, including to

Verdicts and Settlements. The Parties and their respective counsel also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public.

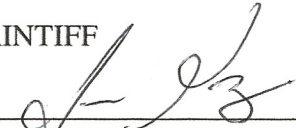
20. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, (d) with a courtesy copy provided by email, addressed as follows:

To Plaintiffs:	To Defendant:
JESSICA RIGGIN VALERIE BRENDER RUKIN HYLAND & RIGGIN LLP 1939 Harrison Street, Suite 290 Oakland, CA 94612	R. BRIAN DIXON LAURA E. HAYWARD LITTLER MENDELSON, P.C. 333 Bush Street, 34 th Floor San Francisco, CA 94104 CHARLES G. MILLER BARTKO, ZANKEL, BUNZEL & MILLER A Professional Law Corporation One Embarcadero Center, Suite 800 San Francisco, CA 94111

It is hereby agreed.

Dated: 3-9-2021

PLAINTIFF


IRMA GUERRERO

PLAINTIFF

Dated: _____

ARIEL CORTES SILVA

Verdicts and Settlements. The Parties and their respective counsel also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public.

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It is hereby agreed.

PLAINTIFF

Dated: _____

IRMA GUERRERO

Dated: March / 9 / 2021

PLAINTIFF

ARIEL CORTES
ARIEL CORTES SILVA

DEFENDANTS CLEANNET USA, INC., a
Virginia corporation and CLEANNET OF
SOUTHERN CALIFORNIA, INC., a
California corporation

Dated: 3/9/21

By: Mark Salva

Its: President

DEFENDANT D&G ENTERPRISES, INC.,
A CALIFORNIA CORPORATION DOING
BUSINESS AS CLEANNET OF THE BAY
AREA

Dated: _____

By: _____

Its: _____

Approved as to form:

RUKIN HYLAND & RIGGIN LLP

Dated: _____

JESSICA RIGGIN
VALERIE BRENDER
Attorney for Plaintiffs

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: _____

R. BRIAN DIXON
LAURA E. HAYWARD
Attorney for DEFENDANTS CLEANNET
USA, INC., a Virginia corporation, and
CLEANNET OF SOUTHERN
CALIFORNIA, INC., a California
corporation

DEFENDANTS CLEANNET USA, INC., a
Virginia corporation and CLEANNET OF
SOUTHERN CALIFORNIA, INC., a
California corporation

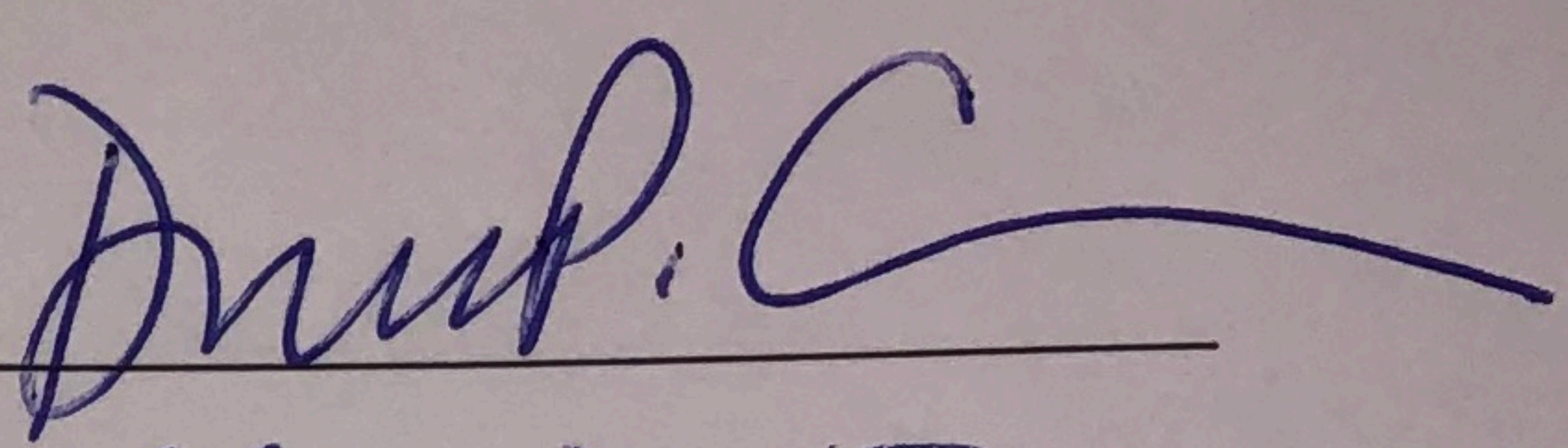
Dated: _____

By: _____

Its: _____

DEFENDANT D&G ENTERPRISES, INC.,
A CALIFORNIA CORPORATION DOING
BUSINESS AS CLEANNET OF THE BAY
AREA

Dated: 3/11/21

By: 

Its: PRESIDENT

Approved as to form:

RUKIN HYLAND & RIGGIN LLP

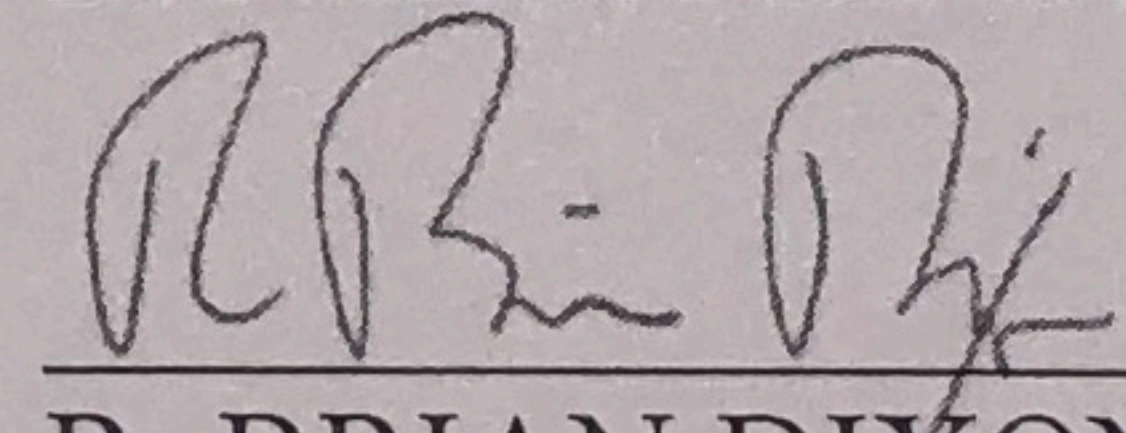
Dated: _____

JESSICA RIGGIN
VALERIE BRENDER
Attorney for Plaintiffs

Approved as to form:

Dated: March 8, 2021

LITTLER MENDELSON, P.C.


R. BRIAN DIXON
LAURA E. HAYWARD
Attorney for DEFENDANTS CLEANNET
USA, INC., a Virginia corporation, and
CLEANNET OF SOUTHERN
CALIFORNIA, INC., a California
corporation

DEFENDANTS CLEANNET USA, INC., a
Virginia corporation and CLEANNET OF
SOUTHERN CALIFORNIA, INC., a
California corporation

Dated: _____

By: _____

Its: _____

DEFENDANT D&G ENTERPRISES, INC.,
A CALIFORNIA CORPORATION DOING
BUSINESS AS CLEANNET OF THE BAY
AREA

Dated: _____

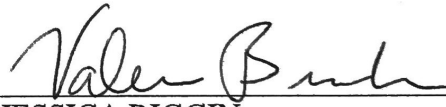
By: _____

Its: _____

Approved as to form:

RUKIN HYLAND & RIGGIN LLP

Dated: 3/9/21



JESSICA RIGGIN
VALERIE BENDER
Attorney for Plaintiffs

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: _____

R. BRIAN DIXON
LAURA E. HAYWARD
Attorney for DEFENDANTS CLEANNET
USA, INC., a Virginia corporation, and
CLEANNET OF SOUTHERN
CALIFORNIA, INC., a California
corporation

DEFENDANTS CLEANNET USA, INC., a
Virginia corporation and CLEANNET OF
SOUTHERN CALIFORNIA, INC., a
California corporation

Dated: _____

By: _____

Its: _____

DEFENDANT D&G ENTERPRISES, INC.,
A CALIFORNIA CORPORATION DOING
BUSINESS AS CLEANNET OF THE BAY
AREA

Dated: _____

By: _____

Its: _____

Approved as to form:

RUKIN HYLAND & RIGGIN LLP

Dated: _____

JESSICA RIGGIN
VALERIE BRENDER
Attorney for Plaintiffs

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: March 8, 2021



R. BRIAN DIXON
LAURA E. HAYWARD
Attorney for DEFENDANTS CLEANNET
USA, INC., a Virginia corporation, and
CLEANNET OF SOUTHERN
CALIFORNIA, INC., a California
corporation

Approved as to form:

BARTKO, ZANKEL, BUNZEL &
MILLER

Dated: March 5, 2021



CHARLES G. MILLER
Attorney for DEFENDANT D&G
ENTERPRISES, INC., A CALIFORNIA
CORPORATION DOING BUSINESS AS
CLEANNET OF THE BAY AREA

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Irma Guerrero, et al. v. D&G Enterprises, Inc., et al.

*(Superior Court of the State of California for the County
of Alameda,
Case No. RG20062750)*

Settlement

Administrator Name

Address

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this Notice because of a lawsuit brought by Irma Guerrero and Ariel Cortes Silva (“Plaintiffs”) against D&G Enterprises, Inc., a California corporation doing business as CleanNet of the Bay Area; CleanNet USA, Inc. and CleanNet of Southern California, Inc. (“Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code §§ 2698 et seq. (“PAGA”) based on alleged violations of the California Labor Code and Wage Order 5-2001. Resolution of the lawsuit also includes resolution of claims under PAGA against FCDK, Inc., and Paqnet, Inc.

Defendants deny Plaintiffs’ claims, and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiffs have agreed to settle the case. Defendants further contend that the issues raised in the lawsuit have been addressed by an amendment of the law under which the lawsuit was brought and changes in the business practices of Defendants and FCDK, Inc. and Paqnet, Inc. The settlement resolves the claims asserted in the lawsuit on behalf of all California CleanNet franchisees of D&G Enterprises, Inc., a California corporation doing business as CleanNet of the Bay Area; CleanNet USA, Inc., CleanNet of Southern California, Inc., FCDK, Inc. and Paqnet, Inc., between April 13, 2019 through [date of entry of the Settlement Approval Order and Judgment] (“Settlement Participant”).

According to Defendants’ records, you are a Settlement Participant and are therefore entitled to a share of the settlement. Enclosed is your settlement check. The settlement check shall remain valid for one hundred eighty (180) days.

Any questions regarding the settlement can be directed to the Settlement Administrator:

Settlement Administrator Name

Address

Telephone

EXHIBIT B

JESSICA RIGGIN
VALERIE BRENDER
RUKIN HYLAND & RIGGIN LLP
1939 Harrison Street, Suite 290
Oakland, CA 94612
Telephone: 415.421.1800

Attorneys for Plaintiffs and other aggrieved employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

IRMA GUERRERO and ARIEL CORTES
SILVA,

Plaintiffs,

v.

D&G ENTERPRISES, INC., a California
corporation doing business as CleanNet of the
Bay Area; CLEANNET USA, INC.; and
CLEANNET OF SOUTHERN CALIFORNIA,
INC., and DOES 1 through 25, inclusive,

Defendants.

Case No. RG20062750

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AND DISMISSING ACTION
WITH PREJUDICE AND ENTRY OF
FINAL JUDGMENT**

The Motion for Approval of PAGA Settlement of Plaintiffs IRMA GUERRERO and ARIEL CORTES SILVA (“Plaintiffs”) came on for hearing on _____ in Department _____ of the Superior Court of California, County of Alameda. Defendants D&G ENTERPRISES, INC., a California corporation doing business as CleanNet of the Bay Area; CLEANNET USA, INC.; and CLEANNET OF SOUTHERN CALIFORNIA, INC. (“Defendants”) appeared and did not oppose Plaintiffs’ Motion. Plaintiffs and Defendants are hereinafter referred to collectively as the “Parties.” All Parties were represented by counsel of record. After briefing and argument, and consideration of the settlement agreement, the Court rules as follows:

The Court hereby GRANTS Plaintiffs' Motion for Approval of the PAGA Settlement. The Court also grants Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards to Plaintiffs.

1. The Court, having considered the Parties' papers and oral arguments, and good cause appearing therefrom, HEREBY ORDERS, ADJUDGES AND DECREES as follows: All terms used herein shall have the same meaning as defined in the Parties' Private Attorneys General Act Settlement Agreement and Release.
2. This Court has jurisdiction over the subject matter of this litigation and over all parties to this litigation, including the Plaintiffs, the Defendants and the PAGA Settlement Members and the State of California and the State of California Labor and Workforce Development Agency ("LWDA").
3. After considering the pleadings and arguments of the Parties, the Court finds that the PAGA Settlement Agreement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that the PAGA Settlement Agreement, at this time, will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action.
4. This Court further finds that, in light of the risk that Plaintiffs will recover nothing on behalf of the LWDA and PAGA Settlement Members or recover less than the proposed Total Monetary Settlement Amount, the PAGA Settlement Agreement is, in all respects, reasonable and effectuates the purposes and objectives of the PAGA statute. The Court has reviewed the monetary recovery that is being granted as part of the PAGA Settlement Agreement and finds that it affords significant monetary value to the LWDA and PAGA Settlement Members. The PAGA Settlement Agreement is consistent with California's public policy favoring resolution of disputes, and accomplishes the PAGA's objectives.
5. The Court therefore approves the Total Monetary Settlement Amount of Nine Hundred and Twenty-Five Thousand Dollars (\$925,000.00). The Court further finds that: (1) Attorneys'

Fees shall be paid in the amount of Three Hundred and Eight Thousand Three Hundred Thirty Three Dollars (\$308,333.00) from the Total Monetary Settlement Amount; (2) Attorneys' Costs be paid in the amount of _____ Dollars (\$_____.00) from the Total Monetary Settlement Amount; (3) Service Awards paid in the amount of Five Thousand Dollars (\$5,000.00) to each named Plaintiff from the Total Monetary Settlement Amount; (4) Settlement Administration Costs be paid in the amount of _____ Dollars (\$_____.00) out of the Total Monetary Settlement Amount; (4) distribution of 75% of the remaining PAGA Settlement Fund equaling _____ Dollars (\$_____.00) to the LWDA; and distribution of 25% of the remaining PAGA Settlement Fund equaling _____ Dollars (\$_____.00) to the PAGA Settlement Members using the distribution formula in accordance with the PAGA Settlement Agreement.

6. The Court hereby approves the PAGA Settlement Agreement and directs the Parties to effectuate it according to its terms except to the extent modified by this Order and to that extent in accordance with this Order.
7. The Court approves the form, content, and method of distribution of the Notice and Notice Plan.
8. The Court agrees to the appointment of Simpluris, Inc. as the Settlement Administrator.
9. As of the date of this Order, the Released Claims of Plaintiffs, the PAGA Settlement Members, the State of California are and shall be deemed to be conclusively released for all purposes as against the Released Parties. "Released Claims" and "Released Parties" are defined as follows:
 - a. "Released Claims" means all PAGA claims whether known or unknown that were actually alleged or that could have been alleged in the operative complaint and Plaintiffs' PAGA Letter regarding the alleged misclassification of franchisees as independent contractors, regardless of the basis on which the franchisees are alleged to be independent contractors or the provision of the Labor Code alleged to

have been violated in whole or part as a consequence of such misclassification, and which occurred during the Settlement Period, including but not limited to Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 226.8, 400-410, 432.5, 450, 510, 512 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.3, 2750.3 and Industrial Welfare Commission Wage Order 5-2001, and including the PAGA penalty claims described in the PAGA letter of Plaintiffs, dated April 13, 2020 of Plaintiffs in the pending Action; (b) that Defendants are liable to any person or entity for the attorney's fees and costs incurred in the inception, prosecution or resolution of this Action on behalf of the PAGA Settlement Members; (c) that Defendants are liable for any other remedies, penalties, or interest under PAGA whether known or unknown that were actually alleged or that could have been alleged in the operative complaint and Plaintiff's PAGA Letter regarding the alleged misclassification of franchisees as independent contractors, regardless of the basis on which the franchisees are alleged to be independent contractors or the provision of the Labor Code alleged to have been violated in whole or part as a consequence of such misclassification; and (d) all claims that Plaintiffs may have against the Released Parties relating to: the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel arising out of the Action. The release of the Released Claims shall be effective as to the entire Settlement Period.

- b. "Released Parties" means Defendants D&G Enterprises, Inc., a California corporation doing business as CleanNet of the Bay Area; CleanNet USA, Inc. and CleanNet of Southern California, Inc., FCDK, Inc., Paqnet, Inc. and their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units,

and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing. The Parties agree that this settlement by the Released Parties and the Plaintiffs in their capacity as Private Attorneys General is intended to be broadly construed in resolution of all civil penalty claims arising out of the Action.

10. The PAGA Settlement Agreement is not an admission of liability by Defendants or any of the other Released Parties, nor is this Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither this Order, the PAGA Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement is, may be construed as, or may be used as an admission by or against Defendants or any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the PAGA Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants or any of the other Released Parties and shall not be offered in evidence against Defendants or any of the Released Parties in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the PAGA Settlement Agreement, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other proceeding this Order, the PAGA Settlement Agreement, or any other papers and records on file in the Action as evidence of the PAGA Settlement Agreement and to support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense to any PAGA claim or any PAGA-enabling violation of any law as to the PAGA Settlement Members.

11. Without affecting the finality of this Order in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the PAGA

Settlement Agreement and all orders and judgments entered in connection therewith.

12. In accordance with the terms and conditions of the PAGA Settlement Agreement, Plaintiffs' cause of action pursuant to the Private Attorneys General Act (PAGA) against Defendants asserted herein is HEREBY DISMISSED IN THEIR ENTIRETY WITH PREJUDICE and DEEMED ADJUDICATED. All payments shall constitute full and complete payment for any PAGA claims asserted in the Action.

13. This Order and Judgment shall be deemed final and the Clerk of the Court is directed to enter this Order and Judgment forthwith. Plaintiffs are hereby ordered to submit a copy of this Order and Judgment to the LWDA within ten (10) days after its entry.

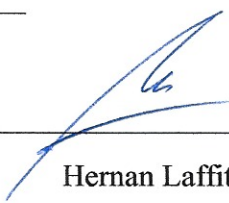
IT IS SO ORDERED, ADJUDGED AND DECREED

DATED: _____
JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF TRANSLATION

I Hernan Laffitte, Certified Court Interpreter #389392 with the Judicial Council of California, with an oath on file in the Solano County Superior Court, do hereby certify that I have provided translation from the English language to the Spanish language of Private Attorneys General Act Settlement Agreement and Release from the original document. This translation was prepared faithfully and to the best of my ability and knowledge.

Executed at Vacaville, California on 3-9-2021



Hernan Laffitte