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individually and on behalf of all others similarly situated

[Additional counsel listed on following page]

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

PATRICK DOTAN, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

RENTOKIL NORTH AMERICA, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CIVDS2020466

*Assigned for all purposes to:
Hon. David Cohn
Dept. S26*

JOINT STIPULATION OF SETTLEMENT

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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Patrick Dotan (“Named Plaintiff”) and the Class Members, on the one hand, and Defendant Rentokil North America, Inc. (“Rentokil”
7 or “Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in this
8 Agreement as “the Parties.”

9 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
10 concluded by agreement of Defendant to pay the settlement amount of Three Million Six Hundred
11 Thousand Dollars (\$3,600,000.00) as provided in Section 3.06(a) below (“Gross Settlement
12 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
13 herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members
14 as set forth herein.

15 **ARTICLE I**

16 **DEFINITIONS**

17 Unless otherwise defined herein, the following terms used in this Agreement shall have the
18 meanings ascribed to them as set forth below:

19 a. “Action” means the action described as follows: *Patrick Dotan, individually and on*
20 *behalf of all others similarly situated v. Rentokil North America, Inc.; and DOES 1 through 20,*
21 *inclusive,”* Case No. CIVDS2020466, commenced on September 24, 2020, in the Superior Court of
22 the State of California for the County of San Bernardino, which was removed to the United States
23 District Court for the Central District of California, case No. 5:20-cv-02471-VAP-KK The Parties
24 agreed to remand the case for purposes of settlement approval only. “Action” also includes the
25 Private Attorney General Representative Action entitled *Patrick Dotan, individually and on behalf*
26 *of all others similarly situated v. Rentokil North America, Inc.; and DOES 1 through 20, inclusive,”*
27 Case No. CIVSB2103087, commenced on January 13, 2021.

b. "Agreement" means this Joint Stipulation of Settlement, including the attached Exhibit(s).

c. "Class" means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period.

d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Chelsea D. Hollins
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e. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period, and number of workweeks worked during the PAGA period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means September 24, 2016 through February 1, 2022.

h. "Court" means the California Superior Court for the County of San Bernardino, where the Action is currently pending.

i. "Date of Finality" means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. "Defendant" means Defendant Rentokil North America, Inc.

k. "Defense Counsel" means counsel for Defendant:

Jason E. Barsanti

1 Brett C. Greving
2 Cozen O'Connor
3 101 Montgomery, Suite 1400
4 San Francisco, CA 94104
5 Phone: (415) 262-8304
6 Facsimile: (415) 644-0978
7 **bgreving@cozen.com**
8 **jbarsanti@cozen.com**

9 l. “Disposition” means the method by which the Court approves the terms of the
10 Settlement and retains jurisdiction over its enforcement, implementation, construction,
11 administration, and interpretation.

12 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
13 formal court order signed by the Court following the Final Fairness and Approval Hearing in
14 accordance with the terms herein, approving this Agreement.

15 n. “Gross Settlement Amount” means Three Million Six Hundred Thousand Dollars and
16 Zero Cents (\$3,600,000.00) to be paid by Defendant as provided by this Agreement to settle this
17 Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive
18 Award and the Named Plaintiff Settlement Payment, pursuant to Section 3.07(a) below, shall be paid
19 out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the
20 payments made under this settlement shall be paid by Defendant separate from and in addition to the
21 Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant
22 to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

23 o. “Incentive Award” means a monetary amount of up to Seven Thousand Five Hundred
24 Dollars (\$7,500.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort
25 and work in prosecuting the Action on behalf of Class Members. For his general release including
26 release of known and unknown claims of Named Plaintiff’s individual claims against Defendant, the
27 Parties have agreed to an individual settlement amount of \$35,000.00 paid to Named Plaintiff in
28 addition to the Incentive Award (“Named Plaintiff Settlement Payment”).

 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
 by the calculations provided in this Agreement.

1 q. "LWDA" means The State of California Labor and Workforce Development Agency.

2 r. "LWDA Payment" means 75% of the \$100,000 allocated to the settlement of PAGA

3 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of

4 this Agreement, as provided for below.

5 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,

6 including any evidence as may be required for the Court to conduct an inquiry into the fairness of

7 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and

8 to enter a Final Order in this Action.

9 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,

10 including any evidence as may be required for the Court to grant preliminary approval of the

11 Settlement as required by Rule 3.769 of the California Rules of Court.

12 u. "Named Plaintiff" means Patrick Dotan.

13 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved

14 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA

15 Payment, pursuant to Section 3.07(a)-(f) below.

16 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the

17 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant

18 to Section 3.04(b) below.

19 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form

20 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

21 y. "PAGA" means the California Private Attorneys General Act of 2004, which is

22 codified in California Labor Code §§ 2698 *et seq.*

23 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount

24 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have

25 agreed that the PAGA Settlement Amount is One Hundred Thousand Dollars (\$100,000), subject to

26 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,

27 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group

28 Members.

1 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
2 time between January 13, 2020 through February 1, 2022 ("PAGA Period").

3 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class
6 Member will be paid his/her Individual Settlement Payment.

7 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
8 Settlement embodied in this Agreement.

9 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
11 Administrator for the benefit of Participating Class Members.

12 ee. "Qualifying Workweeks" means the number of weeks that Class Members employed
13 by Defendant as non-exempt employees during the Class Period, except for any workweeks that
14 worked by an employee that are covered by the release of the following prior class action settlement
15 cases against Defendant in Los Angeles Superior Court: *Matthew Tovar v. Rentokil North America,*
16 *Inc.* (Case No. BC676386) and *Andres Flores v. Rentokil North America, Inc.* (Case No. BC713774).

17 ff. "Released Parties" means Defendant.

18 gg. "Response Deadline" means the deadline by which Class Members must postmark or
19 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
20 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet
21 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or
22 federal holiday, in which case the Response Deadline will be extended to the next day on which the
23 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a
24 re-mailing.

25 hh. "Settlement Administration Costs" means all costs incurred by the Settlement
26 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
27 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
28 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation

1 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Incentive Award,
2 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
3 Amount.

4 ii. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
5 will be responsible for the administration of the Individual Settlement Payments to be made by
6 Defendant from the Gross Settlement Amount and related matters under this Agreement.

7 **ARTICLE II**

8 **CONTINGENT NATURE OF THE AGREEMENT**

9 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

10 Because the Parties have stipulated to the certification of the Class with respect to all causes
11 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
12 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
13 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
14 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
15 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
16 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
17 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
18 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
19 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned
20 to their positions with respect to the Action as if the Agreement had not been entered into. In the
21 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
22 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall
23 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in
24 this Agreement, the fact that Defendant did not oppose the certification of a Class under this
25 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
26 or cited thereafter by any person or entity, including in any manner whatsoever, including without
27 limitation any contested proceeding relating to the certification of any class. If the Date of Finality
28 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect

1 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly
2 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the
3 Date of Finality does not occur.

4 The Parties and their respective counsel shall take all steps that may be requested by the Court
5 relating to the approval and implementation of this Agreement and shall otherwise use their
6 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
7 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
8 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
9 resolution, the Parties agree to seek the assistance of mediator Eve Wagner to resolve the dispute.

10 **ARTICLE III**

11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Agreement shall be as
13 follows:

14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
16 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
17 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
18 Approval Date."

19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
21 Settlement Administrator, including but not limited to distributing and responding to inquiries about
22 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
23 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
24 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
25 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award check to
26 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
27 Administrator shall expressly agree to all of the terms and conditions of this Agreement.
28

1 All costs of administering the Settlement, including but not limited to all costs and fees
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
4 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
5 returns and any other filings required by any governmental taxing authority or agency, all costs and
6 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
7 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
8 incurred and/or charged by the Settlement Administrator in connection with the execution of its
9 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
10 Administrator from the Gross Settlement Amount.

11 **Section 3.03: Notice to Class Members**

12 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
13 provide the Settlement Administrator with a “Class List” in electronic format based on its business
14 records, identifying the names of the Class Members, their last known home addresses, Social
15 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
16 and weeks worked during the Class Period (with the exception of any workweeks that are covered
17 by the *Flores* and *Tovar* settlement releases as provided in Section 1, ee., above).

18 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
19 Administrator will send Class Members, by first-class mail, at their last known address, the Court
20 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
21 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
22 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
23 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
24 Settlement Administrator will check all Class Member addresses against the National Change of
25 Address database and shall update any addresses before mailing. The Settlement Administrator will
26 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
27 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
28 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of

1 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
2 Class Members shall not be required to submit claim forms in order to receive a proportional share
3 of the Net Settlement Amount.

4 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
5 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
6 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
7 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
8 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
9 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
10 that reasonable means be used to locate Class Members and that the Settlement Administrator be
11 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
12 Individual Settlement Payments to all Participating Class Members.

13 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
14 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
15 status report provided to the Parties.

16 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar
17 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
18 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
19 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
20 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
21 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
22 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
23 procedures set forth in Section 3.07(g) below.

24 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
25 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
26 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
27 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
28 exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other

1 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
2 and/or released in this Agreement will be extinguished.

3 **c. Objections to Settlement**

4 For any Class Member to object to this Agreement, or any term of it, the person making the
5 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
6 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
7 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
8 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
9 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
10 the date the signed objection was postmarked, shall be conclusively determined according to the
11 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
12 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
13 Members may also appear at the final approval hearing to object. The Court retains final authority
14 with respect to the consideration and admissibility of any Class Member objections.

15 **d. Encouragement of Class Members**

16 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
17 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
18 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
19 Class Members.

20 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

21 Defendant has estimated the number of class workweeks as 200,000. If the number of
22 workweeks in the Class List exceeds 200,000 by more than 5% (more than 210,000 workweeks) as
23 of the end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount
24 per additional workweek beyond 210,000, for example, if the workweeks are 220,000, the Gross
25 Settlement amount will increase by $10,000/210,000$, an increase of \$171,428.57 . Plaintiff's Named
26 Plaintiff Settlement Payment will not increase if this clause is involved.
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1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class Action.

8 **Section 3.06: Settlement Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
11 Gross Settlement Amount in the amount of Three Million Six Hundred Thousand Dollars
12 (\$3,600,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
13 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
14 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
15 Amount, the Incentive Award, and the Named Plaintiff Settlement Payment.

16 Within ten (10) business days after the Court signs the Final Order, Defendant shall transfer
17 the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth
18 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds
19 to the Settlement Administer to be deposited and distributed. The Settlement Administrator will use
20 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,
21 Class Counsel's attorneys' fees and costs, the Incentive Award, Plaintiff's individual settlement, the
22 LWDA Payment, and the Settlement Administration Costs.

23 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
24 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
25 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
26 Incentive Award, the Named Plaintiff Settlement Payment, and employer and employee tax
27 withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution,
28

1 the Settlement Administrator will perform a search based on the National Change of Address
2 Database to update and correct for any known or identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of reasonable attorneys' fees of up to
5 one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is
6 One Million Two Hundred Thousand Three Hundred Dollars and Zero Cents (\$1,200,000.00). Class
7 Counsel shall submit an application for an award of reasonable costs not to exceed Thirty Thousand
8 Dollars (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at
9 the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such
10 application in these amounts. Class Counsel shall serve Defendant with copies of all documents
11 submitted in support of their application for an award of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
22 Fifteen Thousand Dollars (\$15,000.00).

23 **d. Payment of Incentive Award and Named Plaintiff Settlement Payment to**
24 **Named Plaintiff**

25 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
26 Seven Thousand Five Hundred Dollars (\$7,500.00), the request for which Defendant will not object
27 to or oppose. The Parties also agree to an individual settlement amount of \$35,000.00 for Plaintiff's
28 general release of all known and unknown claims relating to or arising out of his employment

1 (“Named Plaintiff Settlement Payment”), also subject to court approval The Incentive Award and
2 Named Plaintiff Settlement Payment shall be paid out of the Gross Settlement Amount and shall not
3 constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent
4 that the Court approves less than the amount of incentive award and Named Plaintiff Settlement
5 Payment that Class Counsel requests, the difference between the requested and awarded amounts
6 will be reallocated to the Net Settlement Amount.

7 Because it is the intent of the Parties that the Incentive Award represents payment to Named
8 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
9 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
10 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
11 authorities as required by law. The Named Payment Settlement Payment will be treated as 20%
12 wages and 80% penalties and interest. Named Plaintiff agrees to indemnify Defendant for any
13 liability arising out of the tax treatment of the Incentive Award or the Named Payment Settlement
14 Payment.

15 **e. Payment to the Labor and Workforce Development Agency**

16 In consideration of claims made under PAGA, Class Counsel will request that the Court
17 approve allocation of One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount
18 to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
19 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid
20 to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose
21 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
22 The Court’s adjustment, if any, of the amount allocated to Named Plaintiff’s PAGA claim in the
23 Action, will not invalidate this Agreement.

24 **f. Payment of Individual Settlement Payments to Participating Class Members**

25 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
26 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
27 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
28 each Class Member. To calculate the minimum amount each Class Member will receive based on

1 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
2 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
3 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
4 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
5 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
6 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
7 individual Qualifying Workweeks worked during the Class Period by each Participating Class
8 Member.

9 Each Individual Settlement Payment will represent wages and penalties allocated using the
10 following formula: 20% allocated to wages; and 80% allocated to interest and penalties. The amounts
11 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
12 and all other authorized and required withholdings and shall be reported by W-2 forms. The
13 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
14 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
15 other than the tax withholdings customarily made from employees' wages and shall be reported by
16 IRS 1099 forms.

17 No later than ten (10) business days after receiving the Gross Settlement Amount from
18 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
19 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
20 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
21 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
22 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
23 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
24 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
25 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
26 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
27 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.
28

1 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
3 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
4 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
5 Settlement Administrator is unable to obtain a valid mailing address through this process, the
6 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
7 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

8 **g. Default on Payment.**

9 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after
10 the date that the Court grants final approval of the Settlement shall be considered a default. In the
11 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
12 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
13 payment. Thereafter, Defendant will have seven (7) business days to cure the default and tender
14 payment to the Settlement Administrator. In the event Defendant fails to cure the default within the
15 times set forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte
16 basis, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be
17 entitled to recover interest at ten percent (10%) per year from the due date for such payment and
18 reasonable attorneys' fees and costs.

19 **h. No Credit Toward Benefit Plans.**

20 The Individual Settlement Payments made to Participating Class Members under this
21 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
22 calculate any additional benefits under any benefit plans to which any Class Members may be
23 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
24 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
25 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
26 Members may be entitled under any benefit plans.

1 **ARTICLE IV**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 4.01: No Admission**

4 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
5 Class should not have been certified in the Action. This Agreement is entered into solely for the
6 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
7 construed as an admission of liability or wrongdoing by Defendant.

8 **Section 4.02: Non-Evidentiary Use**

9 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
10 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
11 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
12 including but not limited to, evidence of a presumption, concession, indication, or admission by any
13 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
14 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
15 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
16 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
17 released through this Agreement.

18 **Section 4.03: Nullification**

19 The Parties have agreed to the certification of the Class encompassing all claims alleged in
20 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
21 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
22 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
23 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
24 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
25 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
26 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
27 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
28 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will

1 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
2 should be certified by the Court in a non-settlement context in this Action or any other action, and in
3 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

4 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
5 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

6 **ARTICLE V**

7 **RELEASES**

8 **Section 5.01: Released Claims by Class Members**

9 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and
10 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
11 any and all claims that are alleged, or could have been alleged based on the facts alleged, in the
12 Named Plaintiff's Operative Complaints, during the Class Period, including but not limited to (1)
13 failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods
14 (4) failure to authorize or permit rest periods (5) failure to furnish accurate itemized wage statements
15 (6) failure to pay wages upon separation of employment and within the required time (7) violation of
16 California Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released
17 Claims").

18 **Section 5.02: Released Claims by PAGA Group Members**

19 Upon the date of funding the GSA, the State of California and PAGA Group Members release
20 the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged
21 in the operative complaint, which arose during the PAGA Period, regardless of whether PAGA Group
22 Members opt out of the Class Settlement.

23 **Section 5.03: Named Plaintiff's General Release of Unknown Claims**

24 In exchange for the \$35,000 Named Payment Settlement Payment stated in Paragraph 3.06
25 d., upon the date of funding the GSA, Named Plaintiff, waives, releases, acquits, and forever
26 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances,
27 and causes of action, of any nature arising from or related to Named Plaintiff's employment with
28 Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of this

1 Agreement. This includes, but is not limited to, all claims arising from or based on Named Plaintiff's
2 employment with Defendant, or Named Plaintiff's separation from employment as well as any claims
3 attributable to: common law; contract, quasi-contract or tort; claims for promissory estoppel; claims of
4 entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers'
5 compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of
6 privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort
7 matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex,
8 national origin, ancestry, physical or mental disability, protected activity, medical condition, marital
9 status, sexual preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act
10 of 1964; the Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil
11 Rights Act of 1866; age discrimination under the Age Discrimination in Employment Act, as amended
12 by the Older Workers Benefit Protection Act; the Family and Medical Leave Act; the Employee
13 Retirement Income Security Act ("ERISA"); claims for unfair competition; claims based on legal
14 restrictions on Defendants' right to terminate, not to hire or promote employees, or to change an
15 employee's compensation; and claims based on any federal, state or other governmental statute,
16 regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages,
17 damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys'
18 fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor
19 Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders, with the
20 exception of the wage and hour class and representative claims that are asserted in the Action and are
21 being released by Paragraphs 5.01 and 5.02.

22 Plaintiff's general release provided herein is made with an express waiver and relinquishment
23 of any claim, right, or benefit under California Civil Code § 1542.

24 Section 1542 of the California Civil Code provides as follows:

25 ***"A general release does not extend to claims which the creditor does not***
26 ***know or suspect to exist in his or her favor at the time of executing the***
27 ***release, which if known by him or her must have materially affected his***
28 ***or her settlement with the debtor."***

1 Named Plaintiff recognizes, understands and agrees to the following:

2 a. He has had at least 21 calendar days to consider this Agreement before signing it;

3 b. He has carefully read and fully understands all of the provisions of this Agreement;

4 c. He knowingly and voluntarily agrees to all of the terms set forth in this Agreement and has
5 not been coerced, threatened, or intimidated into executing this Agreement;

6 d. He is, through this Agreement, releasing any and all claims he may have against Defendant
7 and the Releasees, including claims under the Age Discrimination in Employment Act (ADEA), but
8 with the exception wage and hour class and representative claims that are asserted in the Action and are
9 being released by Paragraphs 5.01 and 5.02;

10 e. He knowingly and voluntarily intends to be legally bound by this Agreement;

11 f. He was advised, and hereby is advised in writing, to consider the terms of this Agreement
12 and consult with his attorney before signing this Agreement; and

13 g. He may revoke this Agreement after he signs the Agreement by delivering written notice to
14 Jason Barsanti, Esq. and/or Brett Greving, Esq. of Cozen O'Connor, P.C., 501 West Broadway, Ste.
15 1610, San Diego, California 92101 before the close of business seven days after he signs this
16 Agreement. This Agreement will not become effective or enforceable until eight days after Named
17 Plaintiff signs it. If Named Plaintiff revokes this Agreement, the release that he provided will not
18 be effective or enforceable and he will not receive the \$35,000.00 Named Plaintiff Settlement
19 Payment, but that all other terms of this Agreement will be effective.

20 **ARTICLE VI**

21 **MISCELLANEOUS PROVISIONS**

22 **Section 6.01: Amendments or Modification**

23 The terms and provisions of this Agreement may be amended or modified only by an express
24 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

25 **Section 6.02: Assignment**

26 None of the rights, commitments, or obligations recognized under this Agreement may be
27 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
28 consent of each other Party and their respective counsel. The representations, warranties, covenants,

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
6 of laws.

7 **Section 6.04: Entire Agreement**

8 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
9 contains the entire understanding of the Parties with respect to the subject matter contained herein.
10 In case of any conflict between text contained in Articles I through VI of this Agreement and text
11 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
12 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
13 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
14 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
15 supersedes all prior agreements and understandings among the Parties with respect to the settlement
16 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
17 prior agreements or proposals.

18 **Section 6.05: Waiver of Compliance**

19 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
20 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
21 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
22 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
23 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
24 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

25 **Section 6.06: Counterparts and Fax/PDF Signatures**

26 This Agreement, and any amendments hereto, may be executed in any number of counterparts
27 and any Party and/or their respective counsel may execute any such counterpart, each of which when
28 executed and delivered shall be deemed to be an original. All counterparts taken together shall

1 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
2 signature.

3 **Section 6.07: Meet and Confer Regarding Disputes**

4 Should any dispute arise among the Parties or their respective counsel regarding the
5 implementation or interpretation of this Agreement, a representative of Class Counsel and a
6 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
7 to submitting such disputes to the Court.

8 **Section 6.08: Agreement Binding on Successors**

9 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
10 of each of the Parties.

11 **Section 6.09: Cooperation in Drafting**

12 The Parties have cooperated in the negotiation and preparation of this Agreement. This
13 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
14 was the drafter or participated in the drafting of this Agreement.

15 **Section 6.10: Fair and Reasonable Settlement**

16 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
17 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
18 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
19 further believe that the Settlement is and is consistent with public policy, and fully complies with
20 applicable law.

21 **Section 6.11: Headings**

22 The descriptive heading of any section or paragraph of this Agreement is inserted for
23 convenience of reference only and does not constitute a part of this Agreement and shall not be
24 considered in interpreting this Agreement.

25 **Section 6.12: Notice**

26 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
27 communications under this Agreement must be in writing and addressed as follows:

28 *To Named Plaintiff and the Class:*

1 Kashif Haque
2 Samuel A. Wong
3 Jessica L. Campbell
4 Chelsea D. Hollins
5 AEGIS LAW FIRM, PC
6 9811 Irvine Center Drive, Suite 100
7 Irvine, California 92618
8 Telephone: (949) 379-6250
9 Facsimile: (949) 379-6251

10 And

11 *To Defendant:*

12 Jason E. Barsanti
13 Brett C. Greving
14 Cozen O'Connor
15 101 Montgomery, Suite 1400
16 San Francisco, CA 94104
17 Phone: (415) 262-8304
18 Facsimile: (415) 644-0978
19 bgreving@cozen.com

20 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

21 To the extent consistent with class action procedure, this Agreement shall be enforceable by
22 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
23 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
24 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
25 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
26 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
27 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
28 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
fees incurred in connection with any enforcement actions.

29 **Section 6.14: Mutual Full Cooperation**

30 The Parties agree fully to cooperate with each other to accomplish the terms of this
31 Agreement, including but not limited to the execution of such documents, and the taking of such

1 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
2 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
3 terms. In the event the Parties are unable to reach agreement on the form or content of any document
4 needed to implement the Settlement, or on any supplemental provisions that may become necessary
5 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

6 **Section 6.15: Authorization to Act**

7 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
8 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
9 required to effectuate the terms of this Agreement, except for signing documents, including but not
10 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
11 represents and warrants that the individual executing this Agreement on its behalf has the full right,
12 power, and authority to enter into this Agreement and to carry out the transactions contemplated
13 herein.

14 **Section 6.16: No Reliance on Representations**

15 The Parties have made such investigation of the facts and the law pertaining to the matters
16 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
17 on any statement, promise, or representation of fact or law, made by any of the other parties, or any

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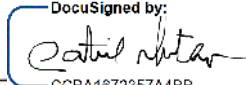
of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

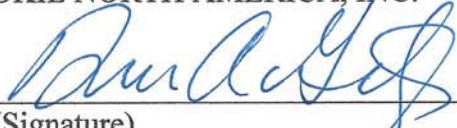
Dated: 2/23/2022

PATRICK DOTAN

By: 
DocuSigned by:
CCBA1672357A4BB...
 Named Plaintiff

Dated: 2/23/2022

RENTOKIL NORTH AMERICA, INC.

By: 
 (Signature)
Bruce A. Gelting
 (Printed Name)
Secretary
 (Title)

APPROVED AS TO FORM ONLY:

Dated: 2/23/2022

AEGIS LAW FIRM, PC

By: 
 Kashif Haque
 Jessica L. Campbell
 Chelsea D. Hollins

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Attorneys for Named Plaintiff Patrick Dotan

Dated: 02/23/2022

COZEN O'CONNOR

By: 
Jason E. Barsanti
Brett C. Greving

Attorneys for Defendant Rentokil North
America, Inc.

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Patrick Dotan, et al. v. Rentokil North America, Inc., San Bernardino County Superior Court
Case No. CIVSB2103087

**If you were employed by Rentokil North America, Inc. in California
at any time from September 24, 2016 through February 1, 2022,
a settlement of a class action lawsuit may affect your rights.**

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Patrick Dotan, et al. v. Rentokil North America, Inc.*, Case No. CIVDS2020466 (San Bernardino County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendant Rentokil (“Rentokil”), which will affect all non-exempt employees who were employed by Rentokil in California at any time between September 24, 2016 to February 1, 2022 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Rentokil for wage and hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue Rentokil separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

Rentokil's records show that you were employed by Rentokil in California at some point September 24, 2016 through February 1, 2022.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge David Cohn of the Superior Court of the State of California, County of San Bernardino, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Patrick Dotan("Plaintiff") claims that Rentokil: (1) failed to pay minimum wages (2) failed to pay overtime wages (3) failed to provide meal periods (4) failed to authorize or permit rest periods (5) failed to furnish accurate itemized wage statements (6) failed to pay wages upon separation of employment and within the required time; and (7) Plaintiff argued that these claimed violations were unfair and unlawful business practices under California's Unfair Competition Laws, and that they entitled Plaintiff to recover civil penalties to be split 75% to the State of California and 25% to certain employees. Plaintiff also claimed entitlement to restitution, interest, attorneys' fees, and costs. You can read Plaintiff's allegations as stated in the operative complaint, which is available at [settlement administrator website].

Throughout the litigation, Rentokil has denied—and continues to deny—the factual and legal allegations in the case. Rentokil does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. Rentokil denies any wrongdoing and asserts that its conduct at all times complied with the law. Rentokil further denies that it owes the monies claimed in the Lawsuit. However, Rentokil has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorney General" (PAGA) claim where the Plaintiff are attempting to recover penalties for the State of California. In a PAGA action, the State receives 75%

of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff or his counsel in the Lawsuit during the period of September 24, 2016 through February 1, 2022 and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Rentokil agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Rentokil has agreed to pay \$3,600,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Maximum Settlement Amount”.
2. Plaintiff has agreed to release all of their claims in this lawsuit against Rentokil.
3. **Class Settlement Payments:** Plaintiff seek the following deductions from the \$3,600,000.00 Maximum Settlement Amount:
 - a. Up to one-third (1/3) of the Maximum Settlement Amount (currently equal to \$1,200,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$30,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of up to \$7,500.00 to Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$15,000.00 to cover the costs of the Settlement Administrator.
 - e. Payment of \$100,000.00 to the California Labor and Workforce Development Agency for release of PAGA claims.

If the Court approves the requested deductions, there will be approximately \$2,212,500.00 remaining, before deducting for taxes, to be distributed to Settlement Class Members. The remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they were employed during the Class Period, and whether they signed individual settlements. Please note that any workweeks covered by the releases in the following prior class action settlement cases against Rentokil in Los Angeles Superior Court: *Matthew Tovar v. Rentokil North*

America, Inc. (Case No. BC676386) and *Andres Flores v. Rentokil North America, Inc.* (Case No. BC713774) are not part of this settlement and will not be included in any settlement payment.

PAGA Settlement Payments. A portion of the Maximum Settlement Amount in the amount of \$25,000 will be set aside for Class Members who were employed by Rentokil in California at some point between January 13, 2020 through February 1, 2022 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who were employed by for Rentokil in California at any time between September 24, 2016 through February 1, 2022 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc., the “Settlement Administrator”, at the designated phone number for this matter at [PHONE] or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Rentokil, the total number of weeks you were employed by Rentokil in California during the Class Period is [REDACTED], which do not include workweeks covered by the release of the following prior class action settlement cases against Rentokil in Los Angeles Superior Court: *Matthew Tovar v. Rentokil North America, Inc.* (Case No. BC676386) and *Andres Flores v. Rentokil North America, Inc.* (Case No. BC713774).

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ [REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks employed during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on Rentokil's records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Rentokil, its predecessors, successors, assigns, current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and its current and former officers, directors, shareholders, employees, agents, representatives and employee benefit programs (including the trustees, administrators, fiduciaries and insurers of such programs) ("Releasees") from any and all claims pled in the Complaint under any legal theory for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods, failure to pay for all hours worked (off-the-clock work), failure to provide meal and rest periods, failure to timely pay wages and final wages, and failure to maintain accurate records and/or furnish accurate wage statements, and includes all claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or related penalties under the California Labor Code and California's Wage Orders, that arise out of the or relate to facts alleged in the Complaint and were, or could have been, asserted based on the factual allegations in the Complaint, through February 1, 2022 "Settlement Class Released Claims". All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out.

Additionally, if you worked during the period of January 13, 2020 through February 1, 2022, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member. Settlement is also conditioned on covenant of the PAGA Group members that they will not participate in or receive recovery or monies in connection with any proceeding seeking penalties under Section 2699, which arose during the PAGA Period for claims based on the same facts or theories as the Settlement Class Released Claims facts which were or could have been alleged in the Complaint.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Rentokil for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Patrick Dotan, et al. v. Rentokil North America, Inc.*; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff have agreed to release those claims by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class

Samuel A. Wong (swong@aegislawfirm.com)
Kashif Haque (khaque@aegislawfirm.com)
Jessica L. Campbell (jcampbell@aegislawfirm.com)
Chelsea D. Hollins (chollins@aegislawfirm.com)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel: 949-379-6250

Rentokil's Lawyers

Jason Barsanti (jbarsanti@cozen.com)
Brett Greving (bgreving@cozen.com)
COZEN O'CONNOR
501 West Broadway, Suite 1610
San Diego, CA 92101
Telephone: 619.234.1700

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Rentokil, Class Counsel has requested one-third of the Maximum Settlement Amount (currently equal to \$1,200,000.00) in attorneys' fees, plus costs not to exceed \$30,000, to be paid from the Maximum Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will Plaintiff be paid?

As part of the Settlement with Rentokil, Class Counsel has requested an enhancement payment of up to \$7,500.00 to be paid to Plaintiff for his efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

ILYM Group, Inc.,

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department S26 of the San Bernardino County Superior Court for the State of California, located at 247 West Third Street, San Bernardino, CA 92415-0210. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Rentokil makes payment to the Settlement Administrator. If there are no objections or appeals, Rentokil will transfer the settlement funds within 10 calendar days of approval, and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the

Clerk of the Superior Court of the State of California for San Bernardino County, at the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415-0210. You can also view the case records online at the court's website: <https://portal.sb-court.org/Portal/>. Click "Smart Search". Follow the instructions for submitting the Case Number: CIVSB2103087. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

ILYM Group, Inc.,
[ADDRESS]
[PHONE]

PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS. ABOUT THIS NOTICE