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18 **SUPERIOR COURT OF CALIFORNIA**
19 **FOR THE COUNTY OF SACRAMENTO**

20 MICHAEL URIBE, individually and on behalf
21 of all other similarly situated employees,

22 Plaintiff,

23 vs.

24 ECOGUARD PEST MANAGEMENT, INC., a
25 California Corporation; and DOES 1 to 100,
26 inclusive,

27 Defendant.

Case No.: 34-2021-00300650

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: May 12, 2021
FAC Filed: August 31, 2021
Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Michael Uribe ("Plaintiff"), on behalf of himself, the Labor and
3 Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendant EcoGuard
4 Pest Management, Inc. ("Defendant"). This Agreement is subject to the terms and conditions set forth
5 below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 "Action" means the above stated lawsuit, *Uribe v. EcoGuard Pest Management, Inc.*,
9 Sacramento County Superior Court, Case No. 34-2021-00300650, filed May 12, 2021.

10 1.2 "Aggrieved Employee(s)" means all non-exempt employees who have worked, or continue
11 to work, for Defendant in California during the PAGA Claim Period. The estimated number of Aggrieved
12 Employees is approximately 98.

13 1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class
16 Counsel's litigation and resolution of the Actions, and all actual costs incurred and to be incurred by
17 Class Counsel in the Action.

18 1.5 "Claim Amount" means an individual Class Member's and Aggrieved Employee's
19 allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.21,
20 1.25, 5.5, and 5.8.

21 1.6 "Claims Administrator" means and refers to ILYM Group, Inc., the third-party entity that
22 will administer the Agreement as outlined in Sections 4 and 7, or any other third-party class action
23 settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of
24 administering this Agreement. The Parties each represent that they do not have any financial interest in
25 the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create
26 a conflict of interest.

27 1.7 "Claims Administrator Costs" means the fees and expenses reasonably incurred by the
28 Claims Administrator as a result of the procedures and processes expressly required by this Agreement,

1 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
2 preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees
3 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
4 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
5 Members and/or Aggrieved Employees, Class Counsel, and Defendant's Counsel; all costs and fees
6 associated with computing, processing, reviewing, and paying the Claim Amounts, and resolving disputes;
7 all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related
8 payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under
9 the Agreement; all costs and fees associated with preparing any tax returns and any other filings required
10 by any governmental taxing authority or agency; all costs and fees associated with preparing any other
11 notices, reports, or filings to be prepared in the course of administering Claim Amounts; and any other
12 costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of
13 its duties under this Agreement.

14 1.8 "Class Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Brittany V. Berzin of
15 Shimoda & Rodriguez Law, PC.

16 1.9 "Class Member(s)" means all non-exempt employees who have worked, or continue to
17 work, for Defendant in California during the Class Period. The estimated number of Class Members is
18 approximately 106.

19 1.10 "Class Period" means May 12, 2017 up to either (1) the Preliminary Approval Date, or (2)
20 May 2, 2022, whichever is earlier.

21 1.11 "Class Representative" means Plaintiff Michael Uribe.

22 1.12 "Complaint" means the operative Complaint on file in the Action with the Court.

23 1.13 "Court" means the Sacramento County Superior Court.

24 1.14 "Defendant" means EcoGuard Pest Management, Inc.

25 1.15 "Defendant's Counsel" means Seyfarth Shaw LLP.

26 1.16 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
27 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
28

1 of Class Members, which is in addition to any Claim Amount paid to the Class Representative as a
2 Qualified Claimant.

3 1.17 "Effective Date" means the Final Approval Date unless there is a timely objection
4 lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th
5 calendar day after a signed order approving this settlement has been filed provided no appellate
6 proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing
7 the settlement has been finally dismissed with no material change to the terms of this settlement and
8 there is no right to pursue further remedies or relief, whichever is later.

9 1.18 "Final Approval Date" means the date a signed order granting final approval of this
10 Agreement is filed with the Court.

11 1.19 "Gross Settlement Amount" is the sum of Three Hundred Ten Thousand Dollars and No
12 Cents (\$310,000).

13 1.20 "LWDA" means the California Labor and Workforce Development Agency.

14 1.21 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
15 distribution to Qualified Claimants, as described in this Agreement, after deduction of Attorneys' Fees
16 and Costs, Claims Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class
17 Representative.

18 1.22 "Notice of Settlement" means the document substantially in the form attached hereto as
19 Exhibit 1.

20 1.23 "Notice Period" means forty-five (45) calendar days from the initial mailing of the Notice
21 of Settlement to Class Members and Aggrieved Employees.

22 1.24 "PAGA" means Private Attorneys General Act.

23 1.25 "PAGA Payment" means the amount allocated from the Gross Settlement Amount towards
24 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

25 1.26 "PAGA Claim Period" means April 28, 2020 up to up to either (1) to the Preliminary
26 Approval Date or (2) May 2, 2022, whichever is earlier.

27 1.27 "Parties" mean Defendant and Plaintiff, as an individual and on behalf of the State of
28 California..

1 1.28 "Preliminary Approval Date" means the date a signed order granting preliminary approval
2 of this Agreement is filed with the Court.

3 1.29 "QSF" means a Qualified Settlement Fund set up by the Claims Administrator for the
4 benefit of the Qualified Claimants and/or Aggrieved Employees and from which the payments under this
5 Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall remain
6 the property of Defendant until the payments required under the Agreement are made.

7 1.30 "Qualified Claimant" means any and all Class Members who have not made any timely
8 request to opt-out of the Agreement.

9 1.31 "Qualified Claimant's Released Claims" means any and all claims contained in the
10 operative Complaint and any additional wage and hour claims, whether known or unknown, that were or
11 could have been brought based on the facts alleged in any version of the complaints filed in this matter
12 arising during the period from May 12, 2017, through May 2, 2022. The claims released by the Class
13 Members include, but are not limited to, statutory, constitutional, contractual, penal code, or common law
14 claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages,
15 interest, attorneys' fees, litigation costs, restitution, or equitable relief, regardless of the forum in which
16 they may be brought, to the fullest extent such claims are releasable by law, for all claims arising out of
17 or based upon the allegations in the Complaint(s) (a) for failure to properly pay minimum or overtime
18 wages; (b) for failure to provide meal periods or pay premiums in lieu thereof; (c) for failure to provide
19 rest periods or pay premiums in lieu thereof; (d) for failure to pay or provide wages, penalties, premiums,
20 or other compensation at the proper rate of pay; (e) for recordkeeping or wage statement violations; (f) for
21 failure to timely pay wages upon separation and all waiting time penalties; (g) for failure to reimburse
22 employees for business expenses; (h) for unlawfully recording or recording individuals' conversations
23 without consent, whether under the California Penal Code, in violation of California's right to privacy, or
24 otherwise; (i) for having employees enter into an illegal contract; (j) for unlawful deductions from pay;
25 and (k) for failure to provide or pay for sick time; and (m) any and all other claims that could have been
26 alleged based on the facts alleged in the Complaint(s) in the action. The released claims include, without
27 limitation, claims meeting the above definition(s) under any and all applicable statutes, including without
28 limitation any provision of the Fair Labor Standards Act, California Labor Code; California Penal Code;

1 and California Bus. & Prof. Code §§ 17200 *et seq.* based on the facts or claims alleged in the Complaint(s)
2 in the action; and any provision of the applicable California Industrial Welfare Commission Wage Orders
3 based on the facts alleged in the Complaint(s) in the action.

4 1.32 "Qualifying Workweeks" are weeks worked by Class Members and/or Aggrieved
5 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
6 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
7 Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of
8 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class
9 Member's and/or Aggrieved Employee's workweeks and a determination as to whether a Class Member
10 and/or Aggrieved Employee was actively employed in California in a particular workweek shall be
11 construed from Defendant's records.

12 1.33 "Released PAGA Claims" means all Private Attorneys General Act claims for civil
13 penalties contained in the operative Complaint or that could have been raised in the operative Complaint
14 based on the allegations set forth therein, through the PAGA Claim Period. Aggrieved Employees cannot
15 opt out of this waiver of claims.

16 1.34 "Released Parties" means Defendant, as well as Defendant's owners, officers,
17 shareholders, directors, agents, employees, attorneys, and insurers.

18 **2. DESCRIPTION OF THE LITIGATION**

19 2.1 On or about April 28, 2021, Plaintiff sent notice to the LWDA to exhaust administrative
20 remedies under the PAGA for failure to pay overtime wages, failure to provide meal periods or pay
21 premiums in lieu thereof, failure to provide rest periods or pay premiums in lieu thereof, failure to provide
22 accurate wage statements, failure to pay final wages, failure to pay reimbursements for expenses, failure
23 to provide paid sick leave, requiring agreement in writing to illegal employment terms, and failure to pay
24 contract wages and unlawful deductions. The LWDA did not respond to the notice within the statutorily
25 required time frame and, as such, Plaintiff became authorized to act as a Private Attorney General on all
26 alleged PAGA claims.

27 2.2 On or about May 12, 2021, Plaintiff filed a class action Complaint in Sacramento County
28 Superior Court on behalf of himself and Class Members alleging claims for failure to pay overtime wages,

1 meal period violations, rest period violations, wage statement violations, waiting time penalties, failure to
2 reimburse expenses, unfair competition, and violation of right to privacy. Plaintiff filed a First Amended
3 Complaint on approximately August 31, 2021, to add a PAGA cause of action based on the violations
4 alleged in the April 28, 2021, notice to the LWDA on behalf of himself and Aggrieved Employees.

5 2.3 Through informal discovery, Defendant and Defendant's Counsel provided Class
6 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
7 sample expense reimbursement records and receipts, sample call recording authorization notices, sample
8 employee compensation plans, communications with the Plaintiff, a copy of an arbitration agreement
9 between Defendant and some Class Members and Aggrieved Employees, information on Class Members
10 and Aggrieved Employees including, but not limited to, Class Members' and Aggrieved Employees'
11 workweeks and pay periods during the applicable claim periods, total number of Class Members and
12 former Class Members (and Aggrieved Employees), their average rate of pay, as well as timecard and
13 payroll data for a randomly selected sample of Class Members and Aggrieved Employees.

14 2.4 On March 3, 2022, the Parties participated in a lengthy mediation with private mediator
15 Russ J. Wunderli, Esq. At the conclusion of the mediation, the Parties were able to come to a resolution.
16 At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

17 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties,
18 document productions, extensive legal analysis, the provision of information by Defendant to Plaintiff and
19 the detailed analysis of the records, have permitted each side to assess the relative merits of the claims and
20 the defenses to those claims.

21 2.6 In the Action, Plaintiff contends that Defendant violated California law by 1) failing to pay
22 the correct regular rates of pay and overtime rates of pay due to failing to account for the value of non-
23 discretionary remuneration, such as bonuses being paid; 2) failing to authorize and permit all meal and
24 rest periods; 3) entering into employment contracts that included illegal terms of employment; 4) failing
25 to provide all paid sick time owed, including at least 24 hours of accrued sick time by the 120th day of
26 employment; 5) failing to reimburse business expenses; and 6) failing to notify employees that calls
27 through the RingCentral app were being recorded. Defendant has denied each of Plaintiff's claims and
28 Defendant has denied that this Action is appropriate for class certification for anything other than

1 settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties'
2 theories of potential exposure for the underlying claims and the class data supporting these claims. The
3 Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability
4 based on Defendant's factual and legal contentions and defenses.

5 2.7 The Parties agree that the above-described investigation and evaluation, as well as
6 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
7 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class
8 Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled
9 in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
10 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
11 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
12 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for
13 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts
14 and circumstances.

15 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

16 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
17 of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
18 claims. Because the Action was pled as a class and representative action, this Agreement must receive
19 preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and
20 associated settlement on a conditional basis. If the Court does not enter an order granting final approval
21 of the Agreement, or if the Court's approval of the settlement is reversed or materially modified on
22 appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect
23 whatsoever; it shall not be admissible, referred to or utilized for any purpose whatsoever in this or any
24 other proceeding that this case could proceed as a class or representative action through trial as Plaintiff
25 proposes or that Defendant is liable in any way to Plaintiff or Class Members or Aggrieved Employees;
26 and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
27 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
28 evidence that may be applicable.

1 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
2 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
3 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
4 the Final Approval Date does not occur, Defendant does not waive, but rather expressly reserve, all rights
5 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,
6 including, without limitation, the ability to challenge class, collective, or representative treatment on any
7 grounds, as well as to assert any and all other potential defenses or privileges.

8 3.3 If the Court awards a lower Enhancement Payment, amount of Claims Administrator
9 Costs, or amount of Class Counsel's Attorneys' Fees and Costs, the other terms of this Agreement shall
10 apply. The Enhancement Payment, amount of Claims Administrator Costs, and amount of Class Counsel's
11 Attorneys' Fees Costs are not material terms of this Agreement and the award of any of these items at less
12 than requested by Plaintiff does not give rise to a basis to abrogate this Agreement.

13 **4. SCOPE OF THE AGREEMENT**

14 4.1 The scope of the class of individuals encompassed under the Agreement, who are entitled
15 to all benefits as authorized under the Agreement and subject to all obligations and duties required under
16 the Agreement, shall include all Class Members as defined in Section 1.9 and all Aggrieved Employees
17 as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely
18 requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

19 4.2 Individuals entitled to recover under this Agreement will include only those individuals
20 who are identified as being within the scope of this Agreement under Section 4.1.

21 4.3 Any person who believes that they are a Class Member or Aggrieved Employee and wishes
22 to participate in the Agreement, but did not receive a Notice of Settlement because their name did not
23 appear on the class list provided to the Claims Administrator prior to mailing, may submit a data request
24 to the Claims Administrator. The data request must contain all of the following information: (a) the full
25 name and, if applicable, Social Security Number of the individual making the request; (b) the name used
26 by such employee as of the time their employment with Defendant ended; (c) the years during which such
27 employee was employed with Defendant; and (d) a return address to which a response may be sent. Every
28 data request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted

1 to the Claims Administrator such that it is received before the conclusion of the Notice Period. Upon
2 receipt of any data requests, the Claims Administrator shall promptly (in no event more than two business
3 days) transmit the data requests to Defendant's Counsel and request that Defendant review its records.

4 4.4 If Defendant does agree that the person listed in a data request is a Class Member and/or
5 Aggrieved Employee, the Claims Administrator shall promptly mail a Notice of Settlement to the person
6 who submitted the data request, at the address designated for that purpose in the data request. All
7 provisions of this Agreement relating to the Notice of Settlements shall apply to Notice of Settlements
8 sent in response to data requests, and any person who submits a data request and is sent a Notice of
9 Settlement in response shall be treated by the Claims Administrator as a Class Member and/or Aggrieved
10 Employee for all other purposes.

11 4.5 If Defendant disagrees that the person listed in a data request is a Class Member and/or
12 Aggrieved Employee, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute
13 in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
14 dispute. Defendant's records shall control unless the individual submitting the data request provides
15 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's
16 Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims Administrator. The
17 Claims Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
18 the dispute. The Claims Administrator must resolve any dispute submitted to it within seven (7) calendar
19 days after Defendant's Counsel and Class Counsel submit the dispute to the Claims Administrator. The
20 decision by the Claims Administrator shall be final and there shall be no right of appeal.

21 5. TERMS OF THE SETTLEMENT

22 The Parties agree as follows:

23 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
24 Section 6, Defendant shall pay the Gross Settlement Amount (\$310,000). Funding of the Gross Settlement
25 Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF by the
26 Claims Administrator. The Gross Settlement Amount includes payments to Qualified Claimants,
27 payments to Aggrieved Employees, all Attorneys' Fees and Costs related to the Action incurred to date,
28 as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement

1 (including Claims Administrator Costs), and obtaining final approval of the Agreement, the Enhancement
2 Payment to the Class Representative and the PAGA Payment. Any monies necessary to satisfy
3 Defendant's tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on
4 any monies distributed to Qualified Claimants will be paid in addition to the Gross Settlement Amount.

5 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of
6 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount.
7 Defendant has agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not
8 exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation
9 expenses not to exceed \$7,500, which shall be paid from the Gross Settlement Amount. Defendant has
10 agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so
11 long as they do not exceed the \$7,500 threshold. The Claims Administrator will issue Class Counsel an
12 IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. Class Counsel shall be
13 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
14 paying any taxes on the amounts received. The Court's approval of Attorneys' Fees and Costs requested
15 by Class Counsel is not a material term of the Settlement. If the Court does not approve or approves only
16 a lesser amount than that requested by Class Counsel for Attorneys' Fees and Costs, the other terms of
17 the Settlement shall still apply. The Court's refusal to approve the Attorneys' Fees and Costs award
18 requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the
19 Settlement. In the event that the Court awards less than the requested attorney's fees and/or costs, the
20 portion of the requested amounts not awarded to Class Counsel shall be added to the Net Settlement
21 Amount to be distributed to Qualified Claimants on a pro rata basis.

22 5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross
23 Settlement Amount and shall not exceed \$10,000. The difference between any actual costs and the
24 allocated \$10,000 shall be added to the Net Settlement Amount to be distributed to Qualified Claimants
25 on a pro rata basis.

26 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
27 an Enhancement Payment to the Class Representative in an amount not to exceed \$15,000 to
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1 compensate for the risks, time, and expense of his involvement in the Action and securing the benefits of
2 this Agreement for Class Members. The Enhancement Payment is in addition to the Claim Amount
3 Plaintiff would otherwise be due under the Agreement as a Qualified Claimant. The Enhancement
4 Payment shall also be consideration for Plaintiff's execution of a general release of all claims against
5 Defendant under California Code of Civil Procedure section 1542. Defendant has agreed to not oppose
6 Class Counsel's request for an Enhancement Payment to Plaintiff so long as it does not exceed the
7 amount stated herein. The Enhancement Payment will be designated as a non-wage payment and
8 reported on an IRS Form 1099-MISC. Plaintiff shall be solely and legally responsible for correctly
9 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
10 Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes,
11 penalties, or interest arising as a result of the Enhancement Payment. The Court's approval of an
12 Enhancement Payment is not a material term of the Settlement. If the Court does not approve or
13 approves only a lesser amount than that requested by Class Counsel and Plaintiff for an Enhancement
14 Payment, the other terms of the Settlement shall still apply. The Court's refusal to approve the
15 Enhancement Payment requested by Class Counsel does not give Plaintiff or Class Counsel any basis to
16 abrogate the Settlement. In the event that the Court awards less than the Enhancement Payment amount
17 requested, then any portion of the requested amount not awarded to the Class Representative shall be
18 added to the Net Settlement Amount to be distributed to Qualified Claimants on a pro rata basis.

19 5.5 PAGA Payment: Ten Thousand Dollars and No Cents (\$10,000) of the Gross Settlement
20 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA
21 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees
22 on a pro rata basis as described below in Section 5.8. Any amount not required by the Court for allocation
23 to the PAGA Payment shall be added to or taken from the Gross Settlement Amount to be distributed to
24 Qualified Claimants on a pro rata basis.

25 5.6 Treatment of Uncashed Checks: For any portion of the Net Settlement Amount or PAGA
26 Payment allocated to Qualified Claimants and/or Aggrieved Employees that is not claimed by cashing
27 their respective settlement checks before the deadline to do so, that remaining amount shall escheat to the
28

1 State of California's Unclaimed Property Fund to be held in the name of each expired check payee,
2 pursuant to applicable unclaimed property laws.

3 **5.7 No Additional Benefits Contributions:** All Claim Amounts paid to Qualified Claimants and
4 Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were
5 actually received. It is expressly understood and agreed that the receipt of such Claim Amounts will not
6 entitle any Qualified Claimant or Aggrieved Employee to any new or additional compensation or benefits
7 under any company bonus or other compensation or benefit plan or agreement in place during the period
8 covered by the Agreement, nor will it entitle any Qualified Claimant or Aggrieved Employee to any
9 increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation
10 benefits. It is the intent of this Agreement that the Claim Amounts provided for in this Agreement are the
11 sole payments to be made by Defendant to the Qualified Claimants and Aggrieved Employees in
12 connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or
13 compensation plan document that might have been in effect during the period covered by this Agreement).

14 **5.8 Pro Rata Distribution Formula:** Payment to Qualified Claimants and Aggrieved Employees
15 of their Claim Amount will not require the submission of a claim form. A Net Settlement Amount will be
16 determined by subtracting from the Gross Settlement Amount any amounts for approved Attorneys' Fees
17 and Costs, any Enhancement Payment to the Class Representative, the Claims Administrator Costs, and
18 the PAGA Payment. Each Class Member's share will be determined by dividing their total Qualifying
19 Workweeks within the Class Period by the total Qualifying Workweeks by all Class Members. That
20 fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual
21 share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA
22 Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period
23 by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim Period. That
24 fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved
25 Employee's individual share. Should any Class Member exclude themselves from the class, their share of
26 the Net Settlement Amount shall be retained by Defendant. Notwithstanding the foregoing, if a Class
27 Member who is also an Aggrieved Employee opts out of the settlement, the Aggrieved Employee will still
28

1 receive their share of the PAGA Payment and will still be deemed to have released all Released PAGA
2 Claims in accordance with section 1.33 of this Agreement.

3 5.9 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Qualified
4 Claimants and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties, wages,
5 damages, and interest. The Claims Administrator shall calculate the employer's share of payroll taxes on
6 the amounts paid to Qualified Claimants as wages as well as calculating all required withholdings and
7 deductions from said wage payments. The characterization of Claim Amounts to Qualified Claimants and
8 Aggrieved Employees are as follows:

9 5.9.1 one third (1/3) of each Qualified Claimants' Claim Amount shall be allocated for
10 payment of disputed wages and shall be subject to required employer taxes. Qualified Claimants shall
11 receive an IRS Form W-2 for reporting of this portion of their Claim Amount.

12 5.9.2 two thirds (2/3) of each Qualified Claimants' Claim Amount shall be allocated for
13 disputed statutory penalties, civil penalties, interest, and other non-wage damages and no amount shall be
14 deducted for any taxes. This portion of the Claim Amount consists of other income, not wages, for which
15 the Qualified Claimants shall receive an IRS Form 1099-MISC.

16 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
17 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
18 for any taxes. This portion of the Claim Amount consists of other income, not wages, for which the
19 Aggrieved Employees shall receive an IRS Form 1099-MISC.

20 5.10 Qualified Claimants and Aggrieved Employees shall be solely responsible for the
21 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
22 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendant's
23 Counsel free and harmless from any liability for taxes, fees, costs, or assessments resulting from their
24 failure to timely pay their share of taxes, interest, fees, or penalties owed, including the treatment of
25 such payments as not subject to withholding or deduction for payroll and employment taxes. No party
26 has made any representation to any of the other Parties as to the taxability of any payments pursuant to
27 this Agreement, including the payments to Qualified Claimants, the payments to Aggrieved Employees,
28 the payments to Class Counsel, the payments to the Class Representative, the payroll tax liability of

1 Defendant, or the allocation of the Net Settlement Amount or PAGA Payment to wage and non-wage
2 income as provided in this Section, or otherwise as to tax implications of any provision of this
3 Agreement.

4 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
5 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
6 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
7 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount,
8 unless expressly provided otherwise herein. However, in the event this Agreement is deemed null and
9 void as described in Section 3 because the Court, in its independent determination, finds that the
10 Agreement does not meet the standards for settlement approval, then Defendant and Plaintiff shall be
11 equally responsible for the costs of the Claims Administrator incurred between the date the Agreement
12 was executed and the date of such event.

13 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
14 only, certification of the class as defined in Section 1.9 and 4.1 is appropriate and the requisites for
15 establishing class certification have been met and are met.

16 5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes
17 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
18 Aggrieved Employees.

19 **6. RELEASE**

20 6.1 Release of Claims by Qualified Claimants: Upon the Effective Date, all Qualified
21 Claimants will be deemed to fully, finally and forever release the Released Parties from all Qualified
22 Claimant's Released Claims. Qualified Claimant's acknowledge that they may hereafter discover facts
23 or law different from, or in addition to, the facts or law they know or believe to exist with respect to a
24 released claim. Qualified Claimant's nonetheless acknowledge that this Agreement and their releases
25 shall be and shall remain effective in all respects notwithstanding such different or additional facts or
26 law regarding such released claims. In addition, on the Effective Date, all Qualified Claimants and their
27 successors in interest will be permanently enjoined and forever barred from prosecuting any of Qualified
28 Claimant's Released Claims against any of the Released Parties or participating in any actions, lawsuits,

1 proceedings, complaints, or charges brought individually or by any other agency, persons, or entity in
2 any court or before any administrative body with regard to any of Qualified Claimant's Released
3 Claims. Nor will Settlement Class Members contest or interfere with efforts by Defendant or a Released
4 Party to oppose any attempt to bring or assert such released claims against Defendant or a Released
5 Party.

6 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
7 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
8 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
9 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
10 Claims against any of the Released Parties.

11 6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff agrees to a general release pursuant
12 to California Civil Code Section 1542, in addition to releasing the Released Claims described above
13 against the Released Parties. Plaintiff releases any and all claims, obligations, demands, actions, rights,
14 causes of action, and liabilities against the Releasees, of whatever kind and nature, character, and
15 description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law,
16 statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and
17 whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, as
18 described in section 6.4, by the Plaintiff, arising during the period from the beginning of the Plaintiff's
19 employment with Defendant to the date the Court enters an order granting final approval of the Agreement,
20 for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties,
21 liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable
22 relief. The Plaintiff's Released Claims include, but are not limited to, the Released Claims, as well as any
23 other claims under any provision of the Fair Labor Standards Act, the California Labor Code, the
24 California Penal Code, or any applicable California Industrial Welfare Commission Wage Orders, and
25 claims under state or federal discrimination statutes, including, without limitation, the California Fair
26 Employment and Housing Act, California Government Code § 12940 *et seq.*; the Unruh Civil Rights Act,
27 California Civil Code § 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964,
28 42 U.S.C. § 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee

1 Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; and all of their implementing
2 regulations and interpretive guidelines.

3 6.4 Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which
4 provides:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
6 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
7 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
8 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
9 THE DEBTOR OR RELEASED PARTY.

10 6.4.1 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and
11 agrees that claims or facts in addition to or different from those which are now known or believed by her
12 to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the claims
13 he now has against the Released Parties, whether known or unknown, suspected or unsuspected.

14 7. SETTLEMENT ADMINISTRATION

15 7.1 Duties of Claims Administrator: The Claims Administrator shall be responsible for: 1)
16 receiving Class Member and Aggrieved Employee contact information and confirming addresses are
17 valid; 2) calculating estimated Claim Amounts and any and all taxes associated with the Claim Amounts,
18 including Employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members
19 and Aggrieved Employee whose address or contact information as provided to the Claims Administrator
20 is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification
21 to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving,
22 independently reviewing, and resolving any challenges (in consultation with Class Counsel and
23 Defendant's Counsel) from Class Members or Aggrieved Employees, including any associated
24 documentation, regarding their Qualifying Workweek calculations; 6) receiving and serving on Class
25 Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or any opt out
26 statements; 7) establishing a toll free telephone line and webpage where documents filed in the Action are
27 accessible and responding to inquiries and requests for information or assistance from Class Members
28 and/or Aggrieved Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to

1 be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees
2 and costs, Claims Administrator Costs, PAGA Payment, taxes, and any Enhancement Payment; 10)
3 determining the validity of any disputes or late opt-outs by previously unidentified Class Members or
4 Aggrieved Employees; 11) reporting to Class Counsel and Defendant's Counsel regarding the statistics of
5 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
6 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
7 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
8 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g)
9 the number of total objections received; (h) the number of opt-out requests received; (i) the number of
10 disputes received; (j) the number of disputes resolved; 12) providing a declaration to the Court regarding
11 the final statistics of the administration and compliance with all payment obligations under the Agreement;
12 13) completing all necessary tax reporting on the QSF and payment of the Claim Amounts to Qualified
13 Members and Aggrieved Employees; and 14) carrying out other related tasks as necessary to effectuate
14 the terms of this Agreement and any Order of the Court. All disputes relating to the Claims Administrator's
15 ability and need to perform its duties shall be referred to the Court, if necessary, which will have
16 continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations
17 contemplated by the Agreement have been fully executed.

18 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will provide
19 Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement,
20 how to participate in the settlement, how to object to the Agreement, how to dispute the individual's
21 Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also
22 inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement
23 Amount, proposed Attorneys' Fees and Costs allocations, any proposed Enhancement Payment, proposed
24 Claims Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class and
25 aggrieved employee group, the nature and extent of the released claims, dates set for a fairness hearing
26 and hearing on Class Counsels' motion for Attorneys' Fees and Costs. The Notice of Settlement shall
27 include information regarding Class Member's and Aggrieved Employee's estimated Claim Amount. The
28 Notice of Settlement will provide information on how to access electronic copies online of the Notice of

1 Settlement, any motions for approval of the Agreement, any motions for approval of Attorneys' Fees and
2 Costs, and any other documents as the Court directs. Finally, the Notice of Settlement will inform Class
3 Members that any prior non-compete agreements they entered into with Defendant are void and
4 unenforceable.

5 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
6 Preliminary Approval Date, Defendant shall provide the Claims Administrator with the name, last known
7 mailing address, last known telephone number, Social Security Number, of the number of Qualifying
8 Workweeks for each Class Member and Aggrieved Employee needed to calculate each Class Member and
9 Aggrieved Employee's estimated Claim Amount as set forth in Section 5.8, and any other information the
10 Claims Administrator needs to effectuate notice to Class Members and Aggrieved Employees as outlined
11 herein. The Claims Administrator shall review the data to determine the number of Qualifying Workweeks
12 for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days after receipt
13 of such address information, the Claims Administrator will perform a national change of address
14 ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of
15 Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved
16 Employee by first-class mail, postage prepaid. The Claims Administrator shall maintain all information
17 received from Defendant confidential to itself, and Defendant's Counsel. However, Class Counsel shall
18 be able to review the breakdown of Qualified Workweeks and estimated Claim Amounts for Class
19 Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
20 identifying information is redacted and/or omitted.

21 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
22 is returned to the Claims Administrator as undeliverable on or before the conclusion of the Notice Period,
23 the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar
24 days. If no forwarding address is provided, then the Claims Administrator shall promptly attempt to
25 determine a correct address using a skip-trace, computer or other search using the name, address and/or
26 Social Security number of the individual involved, and shall then perform a single re-mailing within five
27 (5) calendar days to any more recent address found as a result of the search. Following each search that
28 does not result in a corrected address, for those Class Members who appear to be current employees of

1 Defendant at the time of the Preliminary Approval Date, the Claims Administrator shall contact
2 Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Claims
3 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
4 are active employees of Defendant or otherwise in contact with Defendant. In the event the Notice of
5 Settlement is forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class
6 Member to submit any request to opt-out, a dispute, or an objection shall be the end of the Notice Period
7 or 10 days from the date of the re-mailing/forwarding to a new address, whichever is later. In the event
8 the procedures in this Section are followed and the Class Member does not timely and properly request to
9 opt-out, the Class Member shall be bound by all terms of the Agreement, including the releases contained
10 in Section 6.

11 7.5 Responses to Notice of Settlement:

12 7.5.1 *Opt-Outs*: The Notice of Settlement shall provide that Class Members who wish to
13 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
14 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that they
15 do not want to be a Class Member, do not want to participate in the settlement, and/or want to be excluded
16 from the settlement; (c) identify the case name and number (*i.e. Uribe v. EcoGuard Pest Management,*
17 *Inc.*, 34-2021-00300650); (d) be signed; and (e) be post-marked no later than the conclusion of the Notice
18 Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign the request
19 to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The date of the
20 postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request
21 to opt-out has been timely submitted. Any Class Member who requests to opt-out of the Agreement will
22 not be entitled to any benefit of the Agreement or any portion of the Net Settlement Amount, will not be
23 bound by the Agreement, nor will they have any right to object, appeal or comment thereon. Class
24 Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
25 Agreement and any order or final judgment thereon, regardless of whether they otherwise have requested
26 to opt-out of the Agreement. Aggrieved Employees cannot opt out of this Agreement as it relates to the
27 PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member.
28

1 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes
2 to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
3 objections to the Claims Administrator and also serve copies of the objections on Class Counsel and
4 Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
5 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
6 full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state
7 the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify
8 the case name and number (*i.e. Uribe v. EcoGuard Pest Management, Inc.*, 34-2021-00300650) (e) be
9 signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline
10 stated in Section 7.4. The objecting Class Member must also file a notice of intent to appear with the Court
11 and serve the notice on Class Counsel and Defendant's Counsel, if they intend to appear at the final
12 approval hearing.

13 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
14 Workweeks on the Notice of Settlement or application of formula set forth in Section 5.8 shall contact the
15 Claims Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information
16 or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than the conclusion
17 of the Notice Period or the re-mailing timeline stated in Section 7.4. The Claims Administrator shall
18 promptly (in no event more than two business days) forward all such disputes to Defendant's Counsel and
19 request that Defendant review the dispute. Defendant's records shall presumptively control unless the
20 Class Member can produce documentation evidencing other periods of employment worked. If Defendant
21 does agree with submitted information, the Class Member shall be credited or subtracted Qualifying
22 Workweeks in accordance with their submitted dispute and that final number of Qualifying Workweeks
23 shall govern the calculation of that Class Member's Claim Amount. If Defendant does not agree with the
24 submitted information, Defendant's Counsel will promptly advise Class Counsel of the dispute, which
25 includes turning over any documentation submitted by the Class Member as part of the dispute.
26 Defendant's Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five
27 (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendant's Counsel
28

1 and Class Counsel cannot timely resolve shall be resolved by the Claims Administrator. The decision by
2 the Settlement Administrator shall be final and there shall be no right of appeal.

3 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
4 objection, or dispute is received on or before the conclusion of the Notice Period, the Claims Administrator
5 shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If
6 a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency
7 shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever
8 is later.

9 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
10 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
11 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
12 Counsel or Defendant's Counsel to provide notice of the proposed Agreement.

13 7.7 Claims Administrator Declaration Regarding Notice Period: Within fourteen (14) calendar
14 days after the conclusion of the Notice Period, the Claims Administrator shall provide Class Counsel and
15 Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed
16 report regarding the statistics and responses of settlement administration to date and all the Claims
17 Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

18 7.8 Claims Administrator Payments to Qualified Claimants, Aggrieved Employees, Class
19 Counsel, and Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's
20 determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement
21 Payment payable to Plaintiff, the PAGA Payment, and Claims Administrator Costs, the Claims
22 Administrator shall calculate the final Net Settlement Amount, the final Claim Amounts for Qualified
23 Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these
24 calculations Class Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement Amount
25 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Claims
26 Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a
27 QSF. Within seven (7) calendar days after Defendant funds the settlement, the Claims Administrator shall
28 deliver payment of Class Counsels' Attorney's Fees and Costs, the Enhancement Payment payable to

1 Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Claims Administrator Costs, and
2 payment to Qualified Claimants and/or Aggrieved Employees as required under this Agreement and
3 approved by Court.

4 7.8.1 The Claims Administrator shall wire the Court-approved Attorneys' Fees and Costs
5 to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the
6 Claims Administrator with the pertinent taxpayer identification number and payment instructions after the
7 Final Approval Date.

8 7.8.2 The Claims Administrator shall send a check by mail for the Court-approved
9 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
10 requested by Class Counsel.

11 7.8.3 Only Qualified Claimants and Aggrieved Employees will receive their Claim
12 Amount.

13 7.8.4 The Claims Administrator shall remit and report the applicable portions of the
14 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
15 Agreement. Defendant agrees to reasonably cooperate with the Claims Administrator to the extent
16 necessary to determine the amount of the payroll tax payment required.

17 7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator shall issue
18 Claim Amounts to Qualified Claimants and Aggrieved Employees in the form of a check. After one
19 hundred twenty (120) calendar days of issuance, the checks shall be voided and funds from all uncashed
20 checks shall be transmitted in accordance with Section 5.6. The Claims Administrator shall deliver these
21 funds within fourteen (14) calendar days after the check cashing deadline.

22 7.10 Claims Administrator Declaration Regarding Compliance and Settlement Administration:
23 Within twenty-one (21) days after the last day for Qualified Claimants and Aggrieved Employees to cash
24 their settlement checks, the Claims Administrator shall provide Class Counsel and Defendant's Counsel
25 with a signed declaration under penalty of perjury providing a complete and detailed report regarding the
26 settlement administration documenting that all payments under the Agreement have been made, that the
27 Court's final approval order has been complied with, and that all the obligations of the Claims
28 Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendant to provide Claims Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Claims Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Claims Administrators' receipt of Class Members' information from Defendant
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date

1 2 3 4	Last day for Claims Administrator to deliver payment of Class Counsel's Attorney's Fees and Costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 7 calendar days after Defendant funds the settlement
5 6 7	Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 calendar days after issuance of checks to Qualified Members and Aggrieved Employees
8 9 10	Last day for Claims Administrator to deliver value of uncashed settlement checks to the State of California Unclaimed Property Fund	Within 14 calendar days after settlement check cashing deadline
11 12	Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this

1 Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA
2 Settlement.

3 9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
4 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the
5 Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily
6 appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving
7 settlement administration services to be provided by the Claims Administrator; 6) Preliminarily approving
8 the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment
9 of reasonable Attorneys' Fees and Costs to Class Counsel; and 8) Scheduling a fairness hearing on the
10 question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate
11 as to the Class Members.

12 9.1.2 Defendant shall not oppose Plaintiff's motion for approval of the proposed
13 Agreement.

14 9.1.3 The Parties shall cooperate with each other and the Claims Administrator during
15 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
16 appropriate to assure effective communication to individual Class Members of information about their
17 rights and obligations under this Agreement.

18 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
19 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
20 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
21 Agreement, a declaration by the Claims Administrator of due diligence and proof of mailing of the Notice
22 of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of
23 the Claim Administrator's mailings including tracing and re-mailing efforts.

24 9.2.1 Class Counsel will submit a proposed order and judgment for final approval, which
25 shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair,
26 reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the
27 payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's
28 application for an award of Attorneys' Fees and Costs; 4) Approving the Claims Administrator Costs; and

1 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms
2 of the Agreement and the Court's orders.

3 9.2.2 Following entry of the Court's Order granting final approval of the Agreement, the
4 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the
5 following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside
6 the judgement be filed, all Parties will support the final approval order on appeal or otherwise; 2) Class
7 Counsel will assist the Claims Administrator as needed or requested in the process of identifying and
8 locating Qualified Claimants and Aggrieved Employees entitled to payments under the Agreement and
9 assuring delivery of such payments; 3) Class Counsel and Defendant's Counsel will cooperate with each
10 other and assist the Claims Administrator as needed or requested in completing the distribution of any
11 unclaimed amounts, as specified above, to the State of California Unclaimed Property Fund; 4) Class
12 Counsel, in conjunction with the Claims Administrator, will certify to the Court completion of all
13 payments required to be made by this Agreement.

14 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
15 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action
16 and PAGA Settlement and Final Judgment.

17 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
18 Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

19 **10. MISCELLANEOUS TERMS**

20 10.1 Workweeks: Defendant has represented that there are no more than approximately 9,099
21 workweeks during the Class Period as of the date of the Parties' mediation. In the event the number of
22 workweeks during the Class Period is more than 10,009 (*i.e.*, greater than 10% more than 9,099), then
23 the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 9,099,
24 multiplied by the pay period value. For example, if there were 11,900 workweeks represented to exist
25 during the Class Period, but there are actually 15,000 workweeks in the Class Period, and the actual
26 workweek value is \$5.00 per workweek, Defendant would have to increase the Gross Settlement
27 Amount by \$15,500.00 (15,000 workweeks - 11,900 workweeks = 3,100 workweeks x
28 \$5.00/workweek).

1 10.2. Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
2 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
3 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
4 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
5 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
6 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
7 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
8 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
9 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
10 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
11 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
12 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
13 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
14 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
15 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
16 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
17 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
18 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
19 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
20 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
21 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
22 BY THIS AGREEMENT.

23 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
24 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
25 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
26 and discharged in this Agreement.

27 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
28 signing this Agreement, Defendant is waiving any rights to appeal from the Court's approval of the

1 Settlement unless the Court materially modifies the Settlement. Furthermore, by signing this Agreement,
2 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

3 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
4 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
5 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

6 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
7 be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County
8 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
9 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of
10 the Agreement after default by the other party may recover reasonable attorney's fees and costs related
11 thereto.

12 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
13 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
14 execution of such other documents and the taking of such other action as may reasonably be necessary to
15 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all
16 efforts contemplated by this Agreement and any other efforts that may become necessary by Court order,
17 or otherwise, to effectuate this Agreement and the terms set forth herein.

18 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
19 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
20 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
21 Complaint, the representative character of the Action, the validity of any of the claims that were or could
22 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
23 Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
24 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,
25 the Aggrieved Employees or any other person, and Defendant specifically disclaims any liability,
26 culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, the Aggrieved Employees or
27 any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further
28 disputes and litigation.

1 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
2 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
3 the third business day after mailing by United States certified mail, return receipt requested, addressed as
4 follows:

5 To Plaintiff and the Class:

6 Galen T. Shimoda
7 Justin P. Rodriguez
8 Brittany V. Berzin
9 Shimoda & Rodriguez Law, PC
10 9401 East Stockton Blvd., Suite 120
11 Elk Grove, CA 95624

12 To Defendant:

13 Coby M. Turner
14 Phillip J. Ebsworth
15 Seyfarth Shaw LLP
16 400 Capitol Mall, Suite 2350
17 Sacramento, California 95814
18 Telephone: (916) 448-0159
19 Facsimile: (916) 558-4839

20 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
21 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
22 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
23 party or its counsel participated in the drafting of this Agreement.

24 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
25 acting for, or purporting to act for, the Class, Class Members, Aggrieved Employees or Plaintiff, may
26 recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross
27 Settlement Amount except as expressly provided in this Agreement.

28 10.12 No Modifications: This Agreement may be amended or modified only by a written
instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
discharged except by performance in accordance with its terms.

 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
and to take all appropriate action required or permitted to be taken by such Parties pursuant to this

1 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
2 this Agreement.

3 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
4 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
5 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
6 may be executed on behalf of all Class Members by the Class Representative.

7 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
8 undersigned. Plaintiff, Class Counsel, Defendant and Defendant's Counsel may execute this Agreement
9 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
10 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
11 and effect of originals.

12 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
13 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
14 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
15 with, and governed by, the substantive laws of the State of California without giving effect to that State's
16 choice of law principles.

17 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
18 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
19 this Agreement, or any provision thereof.

20 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
21 construed as retaliation against any Class Members for participating or seeking to participate in this class
22 action settlement. The Parties will not discourage any class member from participating or seeking to
23 participate in this class action settlement. This is a material term of the Agreement and non-breaching
24 Parties will seek court intervention if this provision is breached. Should non-breaching Party prevail, they
25 shall be entitled to further attorneys' fees and costs.

26 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
27 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
28 Each party acknowledges that there is no representation, inducement, promise or agreement which has

1 been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement,
2 which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent
3 that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

4 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
5 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

6 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
7 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
8 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

9 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
11 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

12 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
13 attorneys, as of the day and year herein set forth.

14 **For Plaintiff:**

15 Date: 6/21/2022

DocuSigned by:
Michael Uribe
F08E383B924BC

Michael Uribe

17
18 **For Defendant:**

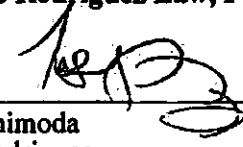
19 Date: _____

20 By: _____
21 For EcoGuard Pest Management, Inc.

22
23
24 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

25 Dated: 06/23/2022

26 By: 
27 Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
28 Attorney for Plaintiff and Aggrieved Employees

1 been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement,
2 which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent
3 that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

4 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
5 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

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7 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
8 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

9 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
11 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

12 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
13 attorneys, as of the day and year herein set forth.

14 **For Plaintiff:**

15 Date: _____

16 _____
Michael Uribe

17
18 **For Defendant:**

19 Date: 6/20/22

20 
By: _____
For EcoGuard Pest Management, Inc.

21
22
23
24 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

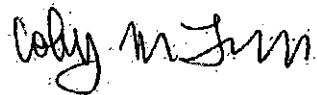
25
26 Dated: _____

27 By: _____
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorney for Plaintiff and Aggrieved
28 Employees

1
2 APPROVED AS TO FORM

SEYFARTH SHAW LLP

3
4 Dated: 6/20/22

By: 

Coby M. Turner
Phillip J. Ebsworth
Attorney for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

MICHAEL URIBE, individually and on behalf of
all other similarly situated employees,

Plaintiff,

vs.

ECOGUARD PEST MANAGEMENT, INC., a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 34-2021-00300650

CLASS ACTION

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

ATTENTION: all non-exempt employees who have worked, or continue to work, for Defendant EcoGuard Pest Management, Inc. in California from May 12, 2017, to _____ (the "Class Members"), and/or from April 28, 2020, to _____ (the "Aggrieved Employees").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

Pursuant to an order from the Sacramento County Superior Court ("Court") granting preliminary approval of this class action settlement, entered on _____, you are receiving notice of a proposed class action and Private Attorneys General Act ("PAGA") settlement between Plaintiff Michael Uribe ("Plaintiff" or "Class Representative"), and Defendant EcoGuard Pest Management, Inc. ("EcoGuard") on behalf of Class Members as defined above. You are receiving this notice because EcoGuard's records indicate you fall within the definition of "Class Member." EcoGuard's records also indicate that you worked _____ weeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be _____, and your share of the PAGA payment is estimated to be _____. Your actual share of the settlement proceeds will vary depending on whether any Class Members opt out of participation in the settlement, and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On May 12, 2021, Plaintiff filed a Complaint against EcoGuard in the Sacramento County Superior Court of California on behalf of himself and Class Members and Aggrieved Employees. The term "Action" means this putative class and representative action pending in Sacramento County Superior Court, Case No. 34-2021-00300650. The Class Period is May 12, 2017, to _____ (the "Class Period"), and the PAGA Period is April 28, 2020, to _____ (the "PAGA Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that EcoGuard violated California law by 1) failing to pay Plaintiff,

Class Members, and Aggrieved Employees for all hours worked; 2) failing to pay the correct regular rates of pay due to failing to account for the value of commissions, bonuses, and different rates of pay being paid within the same workweek; 3) failing to authorize and permit all meal and rest periods and failing to keep track of whether employees took meal periods; 4) failing to reimburse employees for the use of personal items for work, such as personal cellphones, car washes, and laundering their uniforms; 5) failing to include the correct hourly rates and gross and net wages on wage statements issued to employees; 6) requiring employees to enter into agreements with illegal terms; 7) failing to pay all paid sick time; and 8) failing to notify employees that calls made from the RingCentral app were being recorded. EcoGuard has denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. EcoGuard vigorously denies all allegations of wrongdoing whatsoever and has entered into this settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden, expense, uncertainty, and distraction associated with ongoing litigation.

The Parties have entered into a Joint Stipulation of Regarding Class Action PAGA Settlement and Release ("Agreement"), which has been preliminarily approved by the Court. The Agreement applies to any and all Class Members and/or Aggrieved Employees as defined above. "Class Member" does not include persons who submit a valid request to opt out (as explained below). If you are a Class Member, you have the opportunity to participate in the settlement, or to exclude yourself ("opt out") from the settlement. This notice is to advise you of how you can either participate in the settlement or be excluded from the settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, EcoGuard has agreed to pay a total sum of Three Hundred Ten Thousand Dollars (\$310,000) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums, if approved by the Court, for attorneys' fees not to exceed 35% of the Gross Settlement Amount (which equals \$108,500), attorneys' costs not to exceed \$7,500, Claims Administrator Costs estimated not to exceed \$10,000, Class Representative's Enhancement Payment of \$15,000, and \$10,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer taxes attributable to payments allocated as wages will be paid by EcoGuard in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, defined above.

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment ("Claim Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claims.

B. CLAIM AMOUNTS AND ALLOCATION BETWEEN CLASS MEMBERS AND AGGRIEVED EMPLOYEES

EcoGuard will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not opt out of the settlement and to Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as two-thirds for disputed interest, statutory penalties, civil penalties and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and one-third for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Class Members who do not opt out and Aggrieved Employees will not require the submission of a claim form. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment

will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on EcoGuard's Records and Resolution of Workweek Disputes

For each Class Member and Aggrieved Employee, the amount payable will be calculated by the Claims Administrator from EcoGuard's records. EcoGuard's records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. EcoGuard's records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or Aggrieved Employee. If a Class Member or Aggrieved Employee disputes the accuracy of EcoGuard's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member or Aggrieved Employee. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than _____. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Non-Compete Agreements Void

As part of the settlement, EcoGuard has agreed that any prior non-compete agreements it entered into with Class Members and Aggrieved Employees are void and unenforceable.

E. Release of Claims

For those Class Members who do not opt out and all Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all claims contained in the operative Complaint and any additional wage and hour claims, whether known or unknown, that were or could have been brought based on the facts alleged in any version of the complaints filed in this matter arising during the period from May 12, 2017, through May 2, 2022. The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual, penal code, or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law, for all claims arising out of or based upon the allegations in the Complaint(s), including: (a) for failure to properly pay minimum or overtime wages; (b) for failure to provide meal periods or pay premiums in lieu thereof; (c) for failure to provide rest periods or pay premiums in lieu thereof; (d) for failure to pay or provide wages, penalties, premiums, or other compensation at the proper rate of pay; (e) for recordkeeping or wage statement violations; (f) for failure to timely pay wages upon separation and all waiting time penalties; (g) for failure to reimburse employees for business expenses; (h) for unlawfully recording or recording individuals' conversations without consent, whether under the California Penal Code, in violation of California's right to privacy, or otherwise; (i) for having employees enter into an illegal contract; (j) for unlawful deductions from pay; and (k) for failure to provide or pay for sick time; and (m) any and all other claims that could have been alleged based on the facts alleged in the Complaint(s) in the action. The released claims include, without limitation, claims meeting the above definition(s) under any and all applicable statutes, including without limitation any provision of the Fair Labor Standards Act; California Labor Code; California Penal Code; and California Bus. & Prof. Code §§ 17200 *et seq.* based on the facts or claims alleged in the Complaint(s) in the action; and any provision of the applicable California Industrial Welfare Commission Wage Orders based on the facts alleged in the Complaint(s) in the action.

Aggrieved Employees will be deemed to have released all Private Attorneys General Act claims for civil penalties contained in the operative Complaint or that could have been raised in the operative Complaint based on the allegations set forth therein, through the PAGA Claim Period. Aggrieved Employees cannot opt out of this Release of Claims.

The individuals released ("Released Parties") include EcoGuard, as well as EcoGuard's owners, officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

F. ATTORNEYS' FEES AND COSTS

Class Members and Aggrieved Employees do not need to pay individually any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs must be approved by the Court and will be deducted from the Gross Settlement Amount. Class counsel intends to request up to a maximum of 35% of the Gross Settlement Amount (which equals \$108,500), and attorneys' costs not to exceed \$7,500.

G. REASONABLENESS OF SETTLEMENT

The Parties agree that the Settlement is fair, reasonable, and adequate as to all Class Members and Aggrieved Employees and should be given final approval by the Court.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. PARTICIPATING IN THE SETTLEMENT

If you wish to participate in the settlement and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on participating in the Settlement.

B. Excluding Yourself from the Settlement

IF YOU DO NOT WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MAY BE EXCLUDED (I.E., "OPT OUT") BY SUBMITTING A TIMELY WRITTEN REQUEST TO THE CLAIMS ADMINISTRATOR. THE REQUEST TO OPT-OUT MUST (A) STATE YOUR FULL NAME AND DATE OF BIRTH; (B) A STATEMENT THAT YOU DO NOT WANT TO BE A CLASS MEMBER, DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, AND/OR WANTS TO BE EXCLUDED FROM THIS SETTLEMENT; (C) IDENTIFY THE CASE NAME AND NUMBER (I.E., URIBE V. ECOGUARD PEST MANAGEMENT, INC., 34-2021-00300650); (D) BE SIGNED; AND (E) BE POST-MARKED NO LATER THAN _____. THE REQUEST TO OPT OUT MUST BE SIGNED, DATED AND MAILED BY FIRST CLASS U.S. MAIL OR THE EQUIVALENT, TO:

[admin info]

The request to opt out must be postmarked no later than _____. If you submit a request to opt out which is not postmarked by _____, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. If the request to opt out is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Claims Administrator, no longer be a Class Member and not receive their share of the class settlement payment. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. OBJECTION TO SETTLEMENT

If you do not opt out of the settlement, you can object to the terms of the Agreement. However, if the Court rejects your objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny approval by filing an objection. You **cannot** ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s); (d) identify the case name and number (i.e. *Uribe v. EcoGuard Pest Management, Inc.*, 34-2021-00300650) (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Claims Administrator at the address identified in section III.B and to counsel for Plaintiff and EcoGuard at the addresses identified in section IV of this notice.

If you have submitted a written objection as outlined above, you may also appear at the Final Approval Hearing, either in person or through your own attorney, to state your objection. The Parties request that you file a notice of intent to appear with the Court

and contact Class Counsel and EcoGuard's Counsel to inform them of your intent to appear at the Final Approval Hearing. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After final approval of the settlement has been granted by the Court, each and every Class Member who does not opt out of the settlement and Aggrieved Employee, will release EcoGuard and the Released Parties from the released claims described above. In other words, if you were employed as a Class Member by EcoGuard in California during the Class Period and you do not exclude yourself from the settlement, or you were an Aggrieved Employee during the PAGA Period, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from ever suing EcoGuard and the Released Parties with respect to the claims covered by this settlement. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ____, [address] on ____ at ____ to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, approve the PAGA Payment, and approve the Class Representative's Enhancement Payment. The hearing may be continued without further notice to Class Members or Aggrieved Employees. It is not necessary for you to appear at this hearing, and if you submit anything to the Court in writing, it will be considered even if you do not make an appearance.

VI. ADDITIONAL INFORMATION

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or EcoGuard's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Coby M. Turner
Phillip J. Ebsworth
Seyfarth Shaw LLP
400 Capitol Mall, Suite 2350
Sacramento, California 95814-4428
Tel: (916) 448-0159
Fax: (916) 558-4839
*On behalf of Defendant EcoGuard Pest
Management, Inc.*

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT