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Attorneys for Plaintiffs and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

ISMAEL VIERA and ERIC DAVILA,
individually and on behalf of aggrieved
employees and the State of California,

Plaintiffs,

v.

CRANE ACQUISITION, INC., dba CRANE
PEST CONTROL, ROLLINS, INC., ORKIN,
LLC, and DOES 1-20, inclusive,

Defendants.

Case No. CGC-22-597870

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Assigned to the Honorable Mary Wiss

Courtroom: 305

Hearing Date: January 10, 2025

Hearing Time: 9:30 a.m.

1 This Settlement Agreement is made and entered into between (1) Plaintiffs Ismael Viera
2 and Eric Davila (“Plaintiffs”), on behalf of all PAGA Settlement Members (as defined herein) and
3 (2) Defendants Crane Acquisition, Inc., Orkin, LLC, and Rollins, Inc. (“Defendants”) (referred to
4 collectively as the “Parties”), subject to approval from the Court, as provided below.

5 The Parties intend this PAGA Representative Action Settlement Agreement to fully and
6 finally resolve and settle the Released PAGA Claims, as follows:

7 **1. DEFINITIONS**

8 **1.1 “Action”** refers to the civil action that Plaintiffs filed in San Francisco
9 Superior Court, titled *Viera et al. v. Crane Acquisition, Inc. et al.*, Case No. CGC-22-597870.
10 The Action is a representative action under the Private Attorneys General Act of 2004, Lab. Code
11 §§ 2699 *et seq.* (“PAGA”).

12 **1.2 “Agreement”** refers to this PAGA Representative Action Settlement
13 Agreement.

14 **1.3 “Approval Order”** refers to the order issued and entered by the Court
15 following a motion for approval of this Settlement.

16 **1.4 “Complaint”** refers to the operative complaint that Plaintiffs filed on
17 September 12, 2024.

18 **1.5 “Defendants”** refer collectively to Crane Acquisition, Inc., Orkin, LLC,
19 and Rollins, Inc.

20 **1.6 “Defendants’ Counsel”** refers to Ryan D. Wheeler and Lyle Chan of
21 Fisher & Phillips LLP. For purposes of providing any notices required under this Settlement,
22 Defendants’ Counsel shall refer to: Ryan D. Wheeler and Lyle Chan, Fisher & Phillips LLP, 2050
23 Main Street, Suite 1000, Irvine, CA 92614.

24 **1.7 “Effective Date”** refers to the date on which the Court grants approval of
25 this Settlement.

26 **1.8 “Eligible Pay Periods”** refers to all pay periods in which a PAGA
27 Settlement Member was employed by Defendants during the PAGA Period. Based on data that
28

Defendants produced in the Action, there are 159,818 Eligible Pay Periods estimated through January 10, 2025. The number of Eligible Pay Periods may be increased pursuant to Paragraph 3.2.3 below.

1.9 “Gross Settlement Amount” refers to the \$2,900,000 that Defendants have agreed to pay to settle the Action, subject to the escalator provision in Section 3.2.3 below. This sum shall include all Individual Settlement Payments made to PAGA Settlement Members, Settlement Administration Costs, the Service Awards, the LWDA Payment, and Attorneys’ Fees and Costs, as set forth below. No portion of the Gross Settlement Amount shall revert to Defendants.

1.10 “Individual Settlement Payment” refers to the amount calculated by the Settlement Administrator to be distributed to each individual PAGA Settlement Member.

1.11 “Judgment” refers to the final judgment by the Court after approval of the Settlement.

1.12 “LWDA” refers to the California Labor & Workforce Development Agency.

1.13 “LWDA Payment” refers to the seventy-five percent (75%) of the Net Settlement Amount that constitutes the LWDA’s share of the settlement of civil penalties paid under this Settlement pursuant to the PAGA.

1.14 “Service Award” refers to any payment that the Court awards to Plaintiffs for their efforts in prosecuting the Action on behalf of the PAGA Settlement Members.

1.15 “Net Settlement Amount” refers to the Gross Settlement Amount minus the Settlement Administration Costs, Attorneys’ Fees and Costs, and the Service Awards. The Net Settlement Amount shall include all Individual Settlement Payments due to PAGA Settlement Members and the LWDA Payment.

1.16 “PAGA Distribution Fund” refers to the twenty-five percent (25%) of the Net Settlement Amount that will be distributed to PAGA Settlement Members.

1 **1.17 “PAGA Period”** refers to the period from July 30, 2020 through the
2 Effective Date. If for any reason the Court does not approve the PAGA Settlement on or before
3 the scheduled January 10, 2025 approval date, the Parties agree that the PAGA period will in any
4 event end no later than January 10, 2025.

5 **1.18 “PAGA Settlement Members”** refers to the current and former employees
6 of Defendants who worked in California during the PAGA Period and whose names were
7 included in the data produced by Defendants in the Action. Based on that data, there are 3,332
8 PAGA Settlement Members. The number of PAGA Settlement Members may be increased
9 pursuant to Paragraph 3.2.3 below.

10 **1.19 “Parties”** refers to Plaintiffs and Defendants.

11 **1.20 “Plaintiffs”** refers to Ismael Viera and Eric Davila.

12 **1.21 “Plaintiffs’ Counsel”** refers to Olivier & Schreiber LLP and Rissell Law,
13 APC. For purposes of providing any notices required under this Settlement, Plaintiffs’ Counsel
14 shall refer to Rachel Bien, Olivier & Schreiber LLP, 595 East Colorado Blvd., Suite 418,
15 Pasadena, CA 91101, and Melody Rissell Leonard, Rissell Law, APC, Spear St., Suite 1100, San
16 Francisco, California 94105.

17 **1.22 “Released PAGA Claims”** refers to those claims defined in Paragraph 5.1
18 of this Settlement. The Released PAGA Claims shall apply to all PAGA Settlement Members.

19 **1.23 “Released Parties”** refers to Defendants and each of their parent
20 companies, subsidiaries, affiliates, current and former management companies, shareholders,
21 members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys
22 and any past, present or future officers, directors and employees) predecessors, successors, and
23 assigns.

24 **1.24 “Settlement”** refers to the terms of this Agreement.

25 **1.25 “Settlement Administrator”** refers to the third-party administrator whom
26 the Parties mutually select, subject to Court approval, to perform the settlement administration
27 and distribution of payment functions further described in this Settlement. The Settlement
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1 Administrator shall establish its own employer identification number and file an Internal Revenue
2 Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a
3 Qualified Settlement Fund (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1.

4 **2. PROCEDURAL HISTORY AND RECITALS**

5 **2.1** On July 30, 2021, Plaintiff Ismael Viera submitted a letter to the LWDA
6 alleging that Defendants had engaged in various violations of the California Labor Code. On
7 April 10, 2024, Plaintiff filed an amended notice that included Eric Davila and alleged the same
8 violations. On January 27, 2022, Plaintiff Viera filed the Action. Viera filed a First Amended
9 Complaint, adding Davila as a second named Plaintiff, on September 12, 2024.

10 **2.2** The Parties engaged in extensive discovery and motion practice before
11 resolving the Action on the first day of trial. Plaintiffs took the depositions of five of Defendants’
12 employees, including four corporate representatives, and Defendants took the deposition of
13 Plaintiff Viera. Plaintiffs engaged an expert who analyzed Defendants’ employee records and
14 determined Defendants’ penalty exposure. Plaintiffs moved for summary adjudication, which
15 was granted in part on February 21, 2024 with respect to Plaintiff Viera’s claim under Labor
16 Code § 432.5 against Defendant Crane Acquisition, Inc.

17 **2.3** The Parties attended a mediation with the Honorable Jeffrey K. Winikow
18 (Ret.) on March 28, 2024, and a settlement conference with Martin F. Triano on October 10,
19 2024. These settlement negotiations were unsuccessful, but the parties continued to negotiate
20 directly in the months before trial.

21 **2.4** The Parties prepared for trial, which was set to begin on October 21, 2024
22 before the Honorable Mary E. Wiss. The Parties filed and responded to motions *in limine*,
23 prepared trial witnesses and trial witness examinations, and filed trial briefs with the Court.

24 **2.5** Based on Plaintiffs’ Counsel’s thorough investigation and evaluation of the
25 claims, Plaintiffs’ Counsel believes that the terms set forth in this Settlement are fair, reasonable,
26 adequate, and in the best interest of the State and of the PAGA Settlement Members. Plaintiffs’
27 Counsel diligently and effectively investigated and litigated the claims, as discussed above, and
28

1 thus appreciates the risks Plaintiffs faced at trial and on appeal, as well as the benefits of the
2 Settlement.

3 **2.6** Defendants deny that they are liable for civil penalties as alleged in the
4 Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever,
5 Defendants have agreed to settle the Action to avoid the burden, expense, and uncertainty of
6 continuing the Action. Any stipulations or statements by Defendants contained in this Settlement
7 are made for settlement purposes only.

8 **2.7** It is the desire of the Parties to fully settle the claims that were asserted in
9 the Action.

10 **2.8** The Parties agree to cooperate and to take all steps necessary and
11 appropriate to effectuate all aspects of this Settlement.

12 **3. SETTLEMENT ADMINISTRATOR**

13 **3.1 Settlement Administrator.** The Parties will request that the Court appoint
14 Strategic Claims Services (“SCS”), based in Media, Pennsylvania, as the Settlement
15 Administrator. All disputes relating to the Settlement Administrator’s performance of its duties,
16 after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if
17 necessary, which will have continuing jurisdiction over this Settlement until all payments and
18 obligations contemplated by this Settlement have been fully completed.

19 **3.2 Data for Settlement Administrator.**

20 **3.2.1** Plaintiffs’ Counsel will prepare and provide to Defendants’ Counsel
21 a list of PAGA Settlement Members, based on the data that Defendants produced in the Action,
22 that contains: (1) the name of each PAGA Settlement Member; (2) the number of Eligible Pay
23 Periods for each PAGA Settlement Member; and (3) whether Defendants paid the PAGA
24 Settlement Member their final wages on a pay card.

25 **3.2.2** Upon receipt of the list from Plaintiffs’ Counsel, Defendants will
26 insert into the list and provide to Plaintiffs’ Counsel no later than December 20, 2024: (1) any
27 changes to the PAGA Settlement Members’ dates of work for the PAGA Settlement Members
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1 on the list; and (2) the names of any additional PAGA Settlement Members, their dates of work,
2 and whether Defendants paid them their final wages on a pay card. Defendants will prepare a
3 similar list for submission directly to the Settlement Administrator which will additionally
4 contain all PAGA Settlement Members' last known address(es), telephone number(s), and Social
5 Security Numbers.

6 **3.2.3** If the number of PAGA Settlement Members that Defendants add
7 to the list increases the total number of Eligible Pay Periods by more than 10%, Defendants will
8 need to choose whether to increase the Gross Settlement Amount on a proportional basis (i.e., if
9 there was a 15% increase in pay periods, Defendants would increase the Gross Settlement
10 Amount by an additional 5%) or have the PAGA Period end on the date when the 10% is reached.

11 **3.2.4** Plaintiffs' Counsel will review the list provided by Defendants,
12 determine the number of Eligible Pay Periods for any additional PAGA Settlement Members
13 provided by Defendants, and submit the list to the Settlement Administrator to calculate each
14 PAGA Settlement Member's Individual Settlement Amount and perform all other settlement
15 administration duties. The list of PAGA Settlement Members described herein shall be referred
16 to hereafter as "PAGA Member Data."

17 **3.3 Confidentiality of PAGA Member Data.** Defendants are providing the
18 PAGA Member Data confidentially, and the Settlement Administrator shall treat the PAGA
19 Member Data as private and confidential and take all necessary precautions to maintain the
20 confidentiality of the PAGA Member Data. The Settlement Administrator is to use this
21 information only to carry out the Settlement Administrator's duties as specified in this Settlement.

22 **3.4 Settlement Administrator's Duties.** The Settlement Administrator will
23 perform the calculations set forth in Paragraph 4.6, make the payments as set forth in Paragraphs
24 4.7-4.8, and perform all other duties necessary to effectuate the administration of the Settlement
25 as provided in this Agreement. The Settlement Administrator will periodically provide reports to
26 the Parties updating them on the status of its administration duties. If requested by the Court, the
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1 Settlement Administrator will prepare, and submit to the Parties, a signed declaration suitable for
2 filing in Court attesting to its disbursement of all payments required under this Agreement.

3 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

4 **4.1 Gross Settlement Amount.** Defendants agree to pay \$2,900,000 plus any
5 additional amount pursuant to Paragraph 3.2.3 above as the Gross Settlement Amount.
6 Defendants will cause the Gross Settlement Amount to be paid into the Qualified Settlement Fund
7 established by the Settlement Administrator no later than 30 days after the Effective Date.

8 **4.2 Attorneys' Fees and Costs.** Plaintiffs' Counsel intends to request that the
9 Court approve an award for: (a) attorneys' fees in the amount up to 35% of the Gross Settlement
10 Amount; and (b) costs and expenses incurred in the Action, which are anticipated to be no more
11 than \$150,000 (collectively referred to as "Attorneys' Fees and Costs").

12 **4.3 Service Awards Payments.** Plaintiffs' Counsel intends to request, and
13 Defendants will not oppose, that the Court award Service Awards to Plaintiff Viera in the amount
14 of \$20,000, and to Plaintiff Davila in the amount of \$10,000, to be drawn from the Gross
15 Settlement Amount, for their service in bringing the Action on behalf of the State and the PAGA
16 Settlement Members. The Service Awards shall be reported for each Plaintiff by the Settlement
17 Administrator on an IRS 1099-MISC basis. To the extent that the Court approves less than the
18 amount of the Service Awards that Plaintiffs' Counsel requests, the difference will be included in
19 the Net Settlement Amount.

20 **4.4 Settlement Administration Costs.** Plaintiffs' Counsel intends to request
21 that the Court approve the costs of settlement administration currently estimated not to exceed
22 \$15,000 ("Settlement Administration Costs"). The Settlement Administration Costs approved by
23 the Court will be paid from the Gross Settlement Amount. Any amount of Settlement
24 Administration Costs requested by Plaintiffs' Counsel but unapproved by the Court shall be
25 allocated to the Net Settlement Amount. Upon completion of administration of the Settlement set
26 forth in this Agreement, the Settlement Administrator shall provide written certification of such
27 completion to Plaintiffs' Counsel and Defendants' Counsel.
28

1 **4.5 LWDA Payment.** The Parties will seek approval from the Court for an
2 LWDA Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the
3 LWDA’s share of the settlement of civil penalties paid under this Settlement pursuant to PAGA
4 (“LWDA Payment”). The remaining twenty-five percent (25%) of the Net Settlement Amount
5 will constitute the “PAGA Distribution Fund” for distribution to PAGA Settlement Members.

6 **4.6 Allocation of PAGA Distribution Fund.** PAGA Settlement Members
7 will be eligible to receive a portion of the PAGA Distribution Fund based on their Eligible Pay
8 Periods and whether Defendants paid them their final wages on a pay card as reflected in the
9 PAGA Member Data.

10 **4.6.1** PAGA Settlement Members to whom Defendants paid their final
11 wages on a pay card will be accorded one additional Eligible Pay Period for purposes of
12 calculating their Individual Settlement Payments in recognition of the fact that they have
13 additional claims based on their receipt of wages by pay card. Defendants do not concede to any
14 liability regarding these additional claims.

15 **4.6.2** The Settlement Administrator will calculate the total number of
16 Eligible Pay Periods and determine each PAGA Settlement Member’s proportionate share of the
17 Net Settlement Amount by dividing the number of Eligible Pay Periods attributable to that PAGA
18 Settlement Member by the total number of Eligible Pay Periods multiplied by the PAGA
19 Distribution Fund.

20 **4.6.3** The Settlement Administrator shall issue a check to each PAGA
21 Settlement Member for their Individual Settlement Payment with a letter explaining the payment,
22 a copy of which is attached hereto as “Exhibit A.” Prior to mailing, the Settlement Administrator
23 will update the mailing addresses contained in the PAGA Member Data against the National
24 Change of Address Database. Individual Settlement Payments will be reported on a Form 1099
25 as “MISC” income to the extent required by law.

26 **4.7 Timing of Settlement Payments.** Within 30 days after Defendants pay
27 the Gross Settlement Amount into the Qualified Settlement Fund, the Settlement Administrator
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1 will mail checks to PAGA Settlement Members, make the LWDA Payment to the LWDA, wire
2 Plaintiffs' Counsel their approved Attorneys' Fees and Costs, mail Plaintiffs their approved
3 Service Payments, and deduct from the Gross Settlement Amount its approved Settlement
4 Administration Costs.

5 **4.8 Undeliverable or Uncashed Checks.** Any Individual Settlement Payment
6 checks returned to the Settlement Administrator as undeliverable shall be sent within five (5)
7 calendar days via First Class U.S. Mail to any forwarding address affixed thereto. If no
8 forwarding address is provided, the Settlement Administrator shall attempt to determine the
9 correct address, and it shall then perform a re-mailing within five (5) calendar days of locating an
10 updated address. Any Individual Settlement Payment checks that remain undeliverable or
11 uncashed one hundred eighty (180) calendar days after the postmarked date of the initial mailing
12 of the Individual Settlement Payments will be cancelled and the funds associated with such
13 checks will be sent, subject to the Court's approval, to Legal Aid at Work, as a *cy pres*
14 beneficiary pursuant to Code of Civil Procedure § 384. The Settlement Administrator shall notify
15 Plaintiffs' Counsel and Defendants' Counsel of any undeliverable checks.

16 **4.9 Tax Payment Considerations.** Plaintiffs' Counsel and Defendants'
17 Counsel are not giving any tax advice in connection with the Settlement or any payments to be
18 made pursuant to the Settlement.

19 **5. RELEASE**

20 **5.1 Released Claims by LWDA and PAGA Settlement Members.** By
21 operation of the entry of the Approval Order and Judgment, subject to Defendants' full payment
22 of the Gross Settlement Amount into the QSF, and except as to such rights or claims as may be
23 created by this Settlement, Plaintiffs, on behalf of the State of California and each PAGA
24 Settlement Member, will release the Released Parties from all claims within the PAGA Period
25 arising from the allegations of the Complaint, including claims arising from the factual
26 allegations in the Complaint under Labor Code §§ 201-202, 212-213, 221, and 432.5 (the
27 "Released Claims").
28

1 **5.2 Claims Released by Plaintiffs.** In addition, by operation of the entry of the
2 Approval Order and Judgment, subject to Defendants' full payment of the Gross Settlement
3 Amount into the QSF and the Court's approval of the Service Awards requested herein, Plaintiffs
4 shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged
5 Defendants and each and all of the Released Parties of all claims, demands, rights, liabilities and
6 causes of action of every nature and description whatsoever, known or unknown, asserted or that
7 might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
8 rule or regulation arising out of, relating to, or in connection with any act or omission by or on the
9 part of any Defendants. With respect to those claims released by Plaintiffs in their individual
10 capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under
11 California Civil Code Section 1542, which provides:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
13 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
14 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
15 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
16 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
17 **OR RELEASED PARTY.**

18 Plaintiffs understand and agree that claims or facts in addition to or different from those
19 which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs
20 intention to settle fully and release all claims they may now have against the Released Parties,
21 whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general
22 release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for
23 unemployment benefits, or other claims that may not be released by law.

24 **6. SETTLEMENT APPROVAL PROCEDURE**

25 **6.1 Settlement Approval.**

26 **6.1.1** Plaintiffs shall submit to the Court a copy of the Settlement
27 Agreement by November 22, 2024 if all parties have executed it by that date, or as soon as
28 possible thereafter once all parties have executed the Agreement, and an unopposed Motion for
Approval of PAGA Settlement on or before December 6, 2024. The motion shall seek an order to

1 approve the proposed Settlement. The motion shall include the basis for the Gross Settlement
2 Amount and why the amount is reasonable in light of the facts and controlling authorities
3 pertaining to the claims alleged.

4 **6.1.2** Plaintiffs shall submit a copy of the Settlement Agreement to the
5 LWDA for review pursuant to Lab. Code § 2699(l) at the same time that it submits the
6 Agreement to the Court.

7 **6.2 Effect of Failure to Obtain Approval.** If this Settlement or a
8 substantially similar settlement mutually agreed to by the Parties is not approved, the Action shall
9 proceed as if no settlement had been attempted. Notwithstanding the forgoing, the Parties agree
10 to seek approval of the Settlement and work together to provide supplemental briefing if
11 requested by the Court.

12 **6.3 Entry of Judgment.** Upon issuance of the Approval Order, the Parties
13 shall request that the Court enter Judgment in the case.

14 **6.3.1 Effect of Failure to Obtain Judgment.** In the event the Court
15 fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or
16 reversed, the Action shall proceed as if no settlement had been attempted unless the Parties jointly
17 agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated
18 settlement.

19 **7. MISCELLANEOUS**

20 **7.1 Parties' Authority.** The signatories hereto represent that they are fully
21 authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms
22 stated herein.

23 **7.2 Entire Agreement.** This Settlement, which includes the Definitions and
24 Recitals, constitutes the entire agreement between the Parties with regard to the subject matter
25 contained herein, and all prior and contemporaneous negotiations and understandings between the
26 Parties shall be deemed merged into this Settlement.

1 **7.3 Materiality of Terms.** The Parties have arrived at this Settlement as a
2 result of arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and
3 conditions of this Settlement in the exact form set forth in this Settlement are material to this
4 Settlement and have been relied upon by the Parties in entering into this Settlement.

5 **7.4 Counterparts.** This Settlement may be executed in counterparts, and
6 when each party has signed and delivered at least one such counterpart, each counterpart shall be
7 deemed an original, and when taken together with other signed counterparts, shall constitute one
8 signed Settlement, which shall be binding upon and effective as to all Parties.

9 **7.5 Facsimile or Electronic Signatures.** The parties may submit their
10 signatures via facsimile or electronically, and such signatures shall be deemed to be original
11 signatures for purposes of this Settlement and shall be binding upon the party or parties who
12 provided the signature.

13 **7.6 Waivers and Modifications to Be in Writing.** This Settlement may be
14 amended or modified only by a written instrument signed by counsel for the Parties and approved
15 by the Court. No rights under this Settlement may be waived except in writing.

16 **7.7 Construction.** The determination of the terms and conditions of this
17 Settlement has been by mutual agreement of the Parties. Each party participated jointly in the
18 drafting of this Settlement, and the terms and conditions of this Settlement are not intended to be,
19 and shall not be, construed against any party by virtue of draftsmanship.

20 **7.7.1 Captions.** The captions or headings of the sections and paragraphs
21 of this Settlement have been inserted for convenience of reference only and shall have no effect
22 upon the construction or interpretation of any part of this Settlement.

23 **7.7.2 Invalidity of Any Provision.** Before declaring any provision of
24 this Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest
25 extent possible consistent with applicable precedents so as to render all provisions of this
26 Settlement valid and enforceable.

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1 **7.8 Further Acts and Cooperation Between the Parties.** The Parties shall
2 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of
3 this Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to
4 perform such further acts and to execute and to deliver such other documents as are reasonably
5 necessary to carry out the provisions of this Settlement.

6 **7.9 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
7 implementation of this Settlement as well as any and all matters arising out of, or related to, the
8 implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of
9 the Settlement without the consent of all of the Parties. Should either party be required to enforce
10 the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and
11 costs.

12 **7.10 Governing Law.** This Settlement was made and entered into in the State
13 of California. All terms of this Settlement shall be governed by and interpreted according to the
14 laws of the State of California.

15 **SO AGREED AND STIPULATED:**

16 Dated: 11/21/2024 _____

17 By:  _____
18 Ismael Viera (Nov 21, 2024 16:08 PST)
19 **Plaintiff ISMAEL VIERA**

20 Dated: 11/21/2024 _____

21 By:  _____
22 Eric Davila (Nov 21, 2024 16:00 PST)
23 **Plaintiff ERIC DAVILA**

24 Dated: _____

25 By: _____
26 **Defendant CRANE ACQUISITION, INC.**

1 **7.8 Further Acts and Cooperation Between the Parties.** The Parties shall
2 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of
3 this Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to
4 perform such further acts and to execute and to deliver such other documents as are reasonably
5 necessary to carry out the provisions of this Settlement.

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7 implementation of this Settlement as well as any and all matters arising out of, or related to, the
8 implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of
9 the Settlement without the consent of all of the Parties. Should either party be required to enforce
10 the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and
11 costs.

12 **7.10 Governing Law.** This Settlement was made and entered into in the State
13 of California. All terms of this Settlement shall be governed by and interpreted according to the
14 laws of the State of California.

15 **SO AGREED AND STIPULATED:**

16
17 Dated: _____

By: _____
 Plaintiff ISMAEL VIERA

18
19
20 Dated: _____

By: _____
 Plaintiff ERIC DAVILA

21
22
23 Dated: 11/22/2024

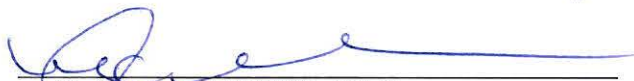
By: Lisa Knotte K Simpson

 Defendant CRANE ACQUISITION, INC.

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Dated: 11/22/2024

By: Lisa Knotter Simpson


Defendant ORKIN, LLC

Dated: 11/22/2024

By: Lisa Knotter Simpson

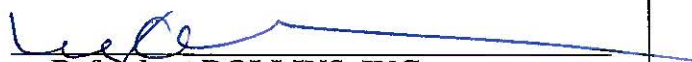

Defendant ROLLINS, INC.

EXHIBIT A

DATE

Strategic Claims Services
600 N Jackson St. #205
Media, PA 19063

<<Employee Name>>
<<Employee Street Address>>
<<City, State Zip>>

Re: PAGA Settlement Payment

Dear <<Employee Name>>:

You are receiving this notice because you worked for Crane Acquisition, Inc., Orkin, LLC, and/or Rollins, Inc. (“Defendants”) at some time between July 30, 2020 and January 10, 2025 in California. This notice relates to the settlement of a representative action lawsuit against Defendants styled *Viera v. Crane Acquisition, Inc., et al.*, filed in San Francisco County Superior Court, Case No. CGC-22-597870 (the “Lawsuit”).

In the Lawsuit, the Plaintiffs seek civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law that allows employees to recover penalties on behalf of the State of California and other similarly “aggrieved” employees for violations of the California Labor Code. Here, the Plaintiffs claim that Defendants required employees to agree to unlawful non-solicitation and non-competition terms in their employment agreements and receive their final pay upon separation via a payroll debit card that subjected them to fees without first obtaining employees’ consent to this form of payment. Defendants view this settlement as a compromise, to which they have agreed in order to avoid the risks and costs associated with litigation. Defendants are not admitting to any allegations or wrongdoing in the case, and in fact expressly deny that any of their practices at issue in this lawsuit were or are unlawful.

To avoid the cost, risk, and prolonged nature of litigation, the parties have agreed to a monetary settlement that the Court approved. The parties agreed to resolve the Lawsuit with no decision or admission of who is right or wrong. The settlement will be used to cover payments to current and former employees, the State of California, attorneys’ fees, costs, administrative fees, and service payments for the Plaintiffs.

In exchange for your payment, you will release the following claims:

all claims for PAGA civil penalties alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint pertaining to Plaintiffs and the PAGA Settlement Members. This includes claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201-02, 212-13, 221, and 432.5 of the California Labor Code and related provisions of Wage Order 5-2001.

The enclosed settlement check represents your *pro rata* portion of the Court-approved PAGA settlement based on the pay periods you worked between July 30, 2020 and January 10, 2025, plus an additional pay period if you received your final pay via a debit pay card.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be cancelled and the funds will be sent to Legal Aid At Work, a non-profit organization that provides free legal services for workers.

Regardless of what you do with the settlement check, you will release the claims identified above.

If you have any questions about this notice, please contact the Settlement Administrator, Strategic Claims Services, at (866) 274-4004.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.