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8 individuals

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 NICHOLAS WILKERSON, individually
12 and on behalf of all similarly situated
individuals,

13 Plaintiff,

14 v.

15 OFFICIAL PEST PREVENTION, INC., a
16 Delaware corporation, and DOES 1 through
17 10, inclusive,

18 Defendants.

CLASS ACTION

CASE NO: 34-2022-00328182

Assigned to the Hon. Laura Damrell, Dept. 28

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: October 10, 2022

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

1 **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2 This Settlement Agreement and Release of Claims ("Settlement Agreement") is made and
3 entered into by and between Plaintiff Nicholas Wilkerson ("Plaintiff" or "Class Representative"),
4 individually and on behalf of all others similarly situated, and Defendant Official Pest Prevention,
5 Inc., a Delaware corporation ("Defendant"), subject to the terms and conditions herein and the
6 Court's approval.

7 **A. Definitions.**

8 1. Plaintiff, the Settlement Class (as defined below), and Defendant are collectively
9 referred to herein as "the Parties."

10 2. Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC are counsel of
11 record for Plaintiff Nicholas Wilkerson. For purposes of this Settlement Agreement only, the firm
12 of Gaines & Gaines, APLC shall be designated as "Class Counsel."

13 3. The "Action" means the case of *Nicholas Wilkerson v. Official Pest Prevention, Inc.*,
14 Sacramento County Superior Court Case No. 34-2022-00328182 (the "Action").

15 4. The "Settlement Class" shall be defined as "all non-exempt employees of Defendant
16 in California at any time between October 10, 2018 and the earlier of August 5, 2023 or the date
17 the Court grants preliminary approval of this Settlement" (the "Class Period"). Defendant
18 represents that this Class contains no more than approximately 818 Class Members who worked an
19 estimated 24,000 workweeks during the Class Period through May 2, 2023.

20 5. The "Aggrieved Employees" shall be defined as "all non-exempt employees of
21 Defendant in California at any time between August 4, 2021 and the earlier of August 5, 2023 or
22 the date the Court grants preliminary approval of this Settlement" (the "PAGA Period").

23 6. Members of the Settlement Class shall collectively be referred to as a "Class
24 Member" or "Class Members." Any Class Member who files a timely request for exclusion, as
25 detailed below, will be excluded from the final Settlement Class.

26 7. The "Effective Date" is defined as the date the Court signs an order granting final
27 approval of the settlement and entering judgment thereon (the "Effective Date") If objections to
28 the settlement are filed, the Effective Date of the settlement is the sixty-fifth (65th) day after notice

1 of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is
2 the day after (1) the settlement is upheld by the Court of Appeals, or (2) all appeals are dismissed.

3 **B. General.**

4 1. On August 4, 2022, Plaintiff exhausted the pre-filing requirements of the Labor
5 Code Private Attorneys General Act of 2004 ("PAGA").

6 2. On October 10, 2022, Plaintiff initiated his Action in the Sacramento County
7 Superior Court by filing a class and representative action complaint, pursuant to PAGA, on behalf
8 of himself and all other similarly situated individuals.

9 3. As set forth in the operative Complaint, the Action assert claims against Defendant
10 for (1) failure to pay all minimum and overtime wages due (Labor Code §§ 510, 1194, and 1194.2
11 and IWC Wage Order 4-2001); (2) failure to pay all wages due (Labor Code §§ 226.7, 246, 510,
12 512, and 1194; IWC Wage order 4-2001); (3) failure to provide rest periods or compensation in
13 lieu thereof (Labor Code § 226.7 and IWC Wage Order 4-2001); (4) knowing and intentional failure
14 to comply with itemized employee wage statement provisions (Labor Code §§ 226(a) and (e)); (5)
15 failure to timely pay wages due at the separation of employment (Labor Code §§ 201-203 and
16 227.3); (7) violation of Business and Professions Code § 17200 for underlying violations of the
17 Labor Code as set forth in the complaint in the Action; and (8) civil penalties pursuant to PAGA
18 for underlying violations of the Labor Code as set forth in the complaint in the Action.

19 4. Defendant denies any liability or wrongdoing of any kind associated with the claims
20 alleged in the Action, and further denies that the Action are appropriate for class treatment for any
21 purpose other than this settlement. Defendant contends that it has complied at all times with the
22 California Labor Code. It is Defendant's position that, if this case were to be litigated, class
23 certification would be inappropriate because Plaintiff is not an adequate Class Representative,
24 Plaintiff's claims are not typical of putative class members, and individual issues predominate over
25 class issues, among other defenses. The Action, the negotiation and execution of this Settlement
26 Agreement, and all acts performed or documents executed pursuant to or in furtherance of this
27 Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the
28 Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault

1 on behalf of Defendant in any action before a civil court, criminal court, administrative agency of
2 any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission
3 or evidence of the appropriateness of these or similar claims for class certification in the Action or
4 with respect to any other proceeding whatsoever.

5 5. The Class Representative contends that Defendant violated the California Labor
6 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
7 certification.

8 6. Class Counsel represent that they have conducted a thorough investigation into the
9 facts and law during the prosecution of this class action case, including the exchange of extensive
10 formal and informal discovery and the review and verification of statistical data and other facts and
11 information provided by Defendant. Counsel for the Parties also represent that they have
12 investigated the applicable law as applied to the facts discovered regarding the alleged claims of
13 Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

14 7. Defendant sought to compel arbitration of some of Plaintiff's claims, and the Court
15 entered an order compelling Plaintiff's class and PAGA claims to arbitration. Plaintiff
16 subsequently commenced an arbitration with AAA that was dismissed by AAA shortly thereafter
17 due to nonpayment of fees by Defendant. Defendant filed an appeal of the trial court's order, case
18 no. C098019, which was dismissed by the Third Appellate District of the California Court of
19 Appeal because the order was not immediately appealable under California law.

20 8. The Parties agreed to participate in nonbinding mediation of Plaintiff's claims. On
21 May 2, 2023, following their exchange of information and documents regarding the Settlement
22 Class and the claims and defenses asserted by the Parties, the Parties engaged in arduous-length
23 negotiations with the assistance of an experienced wage and hour mediator, Brandon McKelvey,
24 Esq.. Mr. McKelvey ended the mediation session with a mediator's proposal, which both Parties
25 accepted to reach the resolution of the Action set forth herein.

26 9. Based on their own independent investigation and evaluation, Class Counsel are of
27 the opinion (and will so represent to the Court) that settlement for the consideration and on the
28 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best

1 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
2 significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses
3 asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court)
4 that this settlement is fair and in the best interest of the Settlement Class.

5 10. The Parties agree that the Settlement Class described herein may be certified for
6 settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the
7 Settlement Class is for purposes of the settlement only. If for any reason the settlement is not
8 approved, the certification will have no force or effect and will immediately be revoked. The
9 Parties further agree that certification for purposes of the settlement is in no way an admission that
10 class certification is proper under the more stringent standard applied for litigation and that
11 evidence of this limited Settlement Agreement for settlement purposes only will not be admissible
12 for any purpose in this or any other proceeding.

13 **C. Terms of Settlement.**

14 1. The financial terms of the Settlement Agreement are as follows:

15 (a) **Gross Settlement Amount:** The Parties agree to settle the Action for a Gross
16 Settlement Amount of Nine Hundred Ninety-Four Thousand Five Hundred Dollars (\$994,500) (the
17 "Gross Settlement Amount"), subject to any increase based on the escalator provision in paragraph
18 H(16) herein. The Gross Settlement Amount includes the attorney's fees of Class Counsel;
19 litigation costs and expenses (which includes, without limitation, all such fees and costs incurred
20 to date, as well as such fees and costs to be incurred in documenting the settlement, providing any
21 notices required as part of the settlement, securing Court approval of the settlement, and obtaining
22 judgment in the Action); the Service Payment to the Class Representative, as approved by the
23 Court; the payment to the California Labor and Workforce Development Agency ("LWDA"); and
24 all costs of administration, including, without limitation, settlement administration fees and
25 expenses. All employer payroll tax obligations due on wage payments made from the Net
26 Settlement Proceeds shall be paid by Defendant separate and apart from, and in addition to, the
27 Gross Settlement Amount.

(b) **Net Settlement Proceeds:** “Net Settlement Proceeds” is defined as the Gross Settlement Amount less the amounts approved and awarded by the Court for: attorney’s fees and documented litigation costs and expenses incurred or advanced by Class Counsel; the Service Payments to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs of administering the settlement.

(c) **Calculation of the Individual Payment Amounts:** "Individual Payment Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the \$25,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class in a non-exempt position in California during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member in a non-exempt position in California during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount (\$25,000) by the total number of weeks worked by all Aggrieved Employees in a non-exempt position in California during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee in a non-exempt position in California during the PAGA Period.

(d) For tax purposes, the class portion of each Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% equally as penalties and interest (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

1 (c) **PAGA Payments:** The Parties agree that One Hundred Thousand Dollars
2 (\$100,000) shall be allocated to settle Plaintiff's claims brought pursuant to PAGA. Of this amount,
3 Seventy-Five percent (75%), or Seventy-Five Thousand Dollars (\$75,000), shall be paid to the
4 LWDA, and the remaining Twenty-Five percent (25%), or Twenty-Five Thousand Dollars
5 (\$25,000), shall be paid to Aggrieved Employees as part of the Net Settlement Proceeds.

6 (f) **Service Payment and General Release Payment to Class Representative:**
7 The amount awarded to the Class Representative as a "Service Payment" and in exchange for a
8 general release, as set forth in Paragraph D(2), below, will be set by the Court in its discretion, not
9 to exceed Twelve Thousand Dollars (\$12,000). This amount will be deducted from the Gross
10 Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for his Service
11 Payment. Defendant agrees not to dispute or otherwise object to the Service Payment if Plaintiff
12 requests \$12,000 or less.

13 (g) **Attorney's fees:** An award to Class Counsel of attorney's fees will be
14 deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account
15 the settlement award that has been made available for the Settlement Class by the efforts of Class
16 Counsel. The amount awarded shall not exceed 33-1/3% of the Gross Settlement Amount (i.e.,
17 Three Hundred Thirty-One Thousand Five Hundred Dollars (\$331,500). An IRS Form 1099 will
18 be issued to Class Counsel with respect to its award of attorney's fees. Defendant agrees not to
19 dispute or otherwise object to the attorneys' fee award requested by Class Counsel so long as the
20 request does not exceed 33-1/3% of the Gross Settlement Amount.

21 (h) **Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from
22 the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket
23 litigation costs and expenses, not to exceed Fifteen Thousand Dollars (\$15,000). An IRS Form
24 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant
25 agrees not to dispute or otherwise object to the attorneys' cost award requested by Class Counsel
26 so long as the request does not exceed \$15,000.

27 (i) **Settlement Administration Costs:** The fees and other charges of the
28 Settlement Administrator to administer the Settlement are expected to total no more than Twelve

1 Thousand Dollars (\$12,000) and will be paid from the Gross Settlement Amount. These fees shall
2 include any costs associated with the required tax reporting on any Individual Payment Amounts,
3 and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the Parties
4 have agreed that Phoenix Class Action Administration Solutions will serve as a neutral third-party
5 claims' administrator ("Settlement Administrator") to perform all acts related to providing notice
6 to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and
7 distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class
8 Members; (b) administering the settlement; (c) processing exclusions, objections, and field
9 inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment
10 Amount that each Participating Class Member and Aggrieved Employee is eligible to receive; (f)
11 distributing the Gross Settlement Amount as directed by the Court and set forth herein; (g) tax
12 reporting; (h) providing necessary weekly status reports; and (i) other duties and responsibilities
13 set forth herein.

14 (j) **No Warranty by Defendant:** Plaintiff understands and agrees that
15 Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant
16 makes no representations regarding tax obligations or consequences, if any, related to this
17 Settlement Agreement.

18 **D. Release of Claims.**

19 1. Upon the Effective Date, and subject to Defendant's full payment of the Gross
20 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement
21 Class Members who do not timely opt-out of the Settlement will be deemed to have fully released
22 and discharged Defendant Official Pest Prevention, Inc. and its present and former officers,
23 directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures,
24 subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees
25 ("Released Parties") from any and all Released Class Claims which arose during their employment
26 in a non-exempt position in California during the Class Period.

27 2. Upon the Effective Date, and subject to Defendant's full payment of the Gross
28 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved

1 Employees will be deemed to have fully released and discharged the Released Parties from any and
2 all Released PAGA Claims which arose during their employment in a non-exempt position in
3 California during the PAGA Period.

4 3. "Released Class Claims" means any and all claims and/or causes of action which
5 accrued during the Class Period during employment in a non-exempt position in California, that
6 are alleged, or that could have been alleged in the Action based on the facts set forth in the
7 Complaint including Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 1194, and 1194.2, and
8 Business & Professions Code § 17200 *et seq.* predicated on the underlying Labor Code claims
9 alleged). No PAGA claims are encompassed in the Released Class Claims.

10 4. "Released PAGA Claims" means any and all PAGA claims and/or causes of action
11 which accrued during the PAGA Period during employment in a non-exempt position in
12 California, that are alleged in the operative Complaint on file in the Action, or that could have
13 been alleged in the Action based on the facts set forth in the operative Complaint. No Aggrieved
14 Employee may opt out of the PAGA portion of the Settlement.

15 5. Upon the Effective Date, and subject to Defendant's full payment of the Gross
16 Settlement Amount and all associated employer payroll tax obligations, Plaintiff Wilkerson shall
17 be deemed to have fully, finally, and forever released the Released Parties from any and all claims,
18 obligations, demands, Action, rights, causes of action, and liabilities against the Released Parties,
19 of whatever kind and nature, character, and description, whether in law or equity, whether
20 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common
21 law, or other source of law, whether known or unknown, and whether anticipated or unanticipated,
22 including unknown claims covered by Civil Code Section 1542, arising through the date of his
23 signature hereon, for any type of relief, including, without limitation, claims for wages, damages,
24 unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney's fees, litigation
25 costs, restitution, or equitable relief. These claims include, but are not limited to, the Released
26 Class Claims and Released PAGA Claims, as well as any other claims under any provision of the
27 California Labor Code or any applicable California Industrial Welfare Commission Wage Orders,
28 and claims under local, state, or federal discrimination statutes, including, without limitation, the

1 California Fair Employment and Housing Act, California Government Code §§ 12940 et seq.; the
2 Unruh Civil Rights Act, California Civil Code §§ 51 et seq.; the California Constitution; Title VII
3 of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq.; the Americans with Disabilities Act,
4 42 U.S.C. §§ 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C.
5 §§ 1001 et seq.; and all of their implementing regulations and interpretive guidelines. With respect
6 to these Released Claims as described in this Section, Plaintiff Wilkerson shall be deemed to have
7 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,
8 and benefits he may otherwise have had pursuant to Section 1542 of the California Civil Code,
9 which provides as follows:

10 **A general release does not extend to claims that the creditor or releasing party**
11 **does not know or suspect to exist in his or her favor at the time of executing the**
12 **release and that, if known by him or her, would have materially affected his or**
13 **her settlement with the debtor or released party.**

14 Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall
15 act as a release of all future claims that may arise from Plaintiff's employment or separation from
16 employment with Defendant, or any other matters that existed between Plaintiff and the Released
17 Parties up to the date of this Agreement, whether such claims are currently known or unknown, and
18 that Plaintiff intentionally waives any rights he may have under the provisions of Section 1542, as
19 well as under any other statutes or common law principles of similar effect in the State of California
20 or in any other state.

21 **E. Notice and Exclusion Process.**

22 1. Within ten (10) calendar days after entry of the order granting preliminary approval
23 of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class
24 Members, including their last known addresses, telephone numbers, social security numbers, and
25 their dates of employment in a non-exempt position in California during the Class Period
26 ("Settlement Class Information"). The names, addresses, telephone numbers, and Social Security
27 numbers will only be disclosed to the Settlement Administrator and not to Plaintiff's Counsel. All
28 information provided to the Settlement Administrator will be marked CONFIDENTIAL. This
information shall be kept confidential and shall not be disclosed, either in writing or orally, by the

1 Settlement Administrator. The Settlement Administrator shall use due care with respect to the
2 storage, custody, use, and/or dissemination of the confidential information. Such information must
3 be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

4 2. A notice of pendency of class action, proposed settlement, and hearing date for
5 Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the
6 Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail,
7 within twenty (20) calendar days after entry of the order granting preliminary approval. Attached
8 to the Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form
9 attached hereto as **Exhibit 2**.

10 3. The Settlement Administrator will make reasonable efforts to ensure that the Class
11 Notice and Request for Exclusion Form are sent to all Class Members. It will conclusively be
12 presumed that if an envelope has not been returned within thirty (30) days of the mailing that the
13 Class Member received the Class Notice. In the event of returned or non-deliverable notices, the
14 Settlement Administrator will make reasonable efforts to locate Class Members and re-send the
15 notices.

16 4. Each Class Member will be fully advised of the settlement, the ability to object to
17 the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will
18 inform the Class Members of the Court-established deadlines for filing objections and a Request
19 for Exclusion Form.

20 5. Each Class Notice will contain personalized information setting forth the number of
21 weeks each Class Member worked for Defendant in California in a non-exempt position during the
22 Class Period and their estimated Individual Payment Amount. To the extent a Class Member
23 disputes any of the information listed on his or her Class Notice, the Class Member may produce
24 evidence to the Settlement Administrator showing such information the Class Member contends
25 should be reflected in the Class Notice. Defendant's records will be presumed determinative,
26 however, and the Settlement Administrator's decision on these matters will be final. The Class
27 Notice will also set forth IRS W-9 information if required.

1 6. All Class Members who do not submit a Request for Exclusion Form will be eligible
2 to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive
3 a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them
4 if and when the Effective Date occurs.

5 7. In order to elect not to participate in the Settlement, a Class Member must submit a
6 Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five
7 (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to
8 Class Members, unless the Court requires a longer period, in which case the Court ordered
9 exclusion period will apply. The date of the postmark shall be deemed the date of submission. The
10 timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the
11 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the
12 next day on which the U.S. Postal Service is open.

13 8. The deadline for submission of Exclusion Forms shall be extended once by 30 days
14 for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable."
15 If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day
16 on which the U.S. Postal Service is open.

17 9. The Settlement Administrator will search for additional addresses on returned mail
18 and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days
19 of receipt of the returned mail. The 30-day extended time limit will run from the date of the second
20 mailing for those Class Members. To the extent a Class Notice from the initial mailing is not
21 returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter
22 returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to
23 locate Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the
24 Settlement Administrator will search using the social security number for a more current address.
25 If no address is found within 10 days, no further action is required.

26 10. The Settlement Administrator will notify the Parties of the total number of valid
27 Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the
28

1 Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice
2 and Request for Exclusion Forms to Class Members).

3 11. In order to object to the settlement, a Class Member must mail his or her objection
4 to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the
5 Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer
6 period, in which case the Court ordered objection period will apply. If the 45th day falls on a
7 Sunday or federal holiday, the time to object to the settlement will be extended to the next day on
8 which the U.S. Postal Service is open. Under no circumstances shall the objection deadline be
9 extended for any reason.

10 12. The Settlement Administrator shall provide to the Parties, at least twelve (12)
11 calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration
12 of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request
13 for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve
14 (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report
15 listing the amount of all payments to be made to each Class Member without names or personal
16 identifying information.

17 13. Defendant shall deposit the Gross Settlement Amount and all employer payroll tax
18 obligations with the Settlement Administrator no later than ten (10) calendar days after the Effective
19 Date.

20 14. The Settlement Administrator shall disburse the Gross Settlement Amount within
21 fifteen (15) calendar days after its receipt thereof. Class Members and Aggrieved Employees must
22 cash each of their Individual Payment Amount checks within one hundred eighty (180) calendar
23 days after they are mailed by the Settlement Administrator. The value of any checks uncashed
24 more than one hundred eighty (180) days after mailing shall be paid to the State of California
25 Controller's Office – Unclaimed Property Fund, to be held in the name of the respective Class
26 Member or Aggrieved Employee.

1 **F. Duties of the Parties Prior to Court Approval.**

2 1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the
3 Court for preliminary approval of this settlement and entry of an order accomplishing the
4 following:

- 5 (a) scheduling a fairness hearing on the question of whether the proposed
6 settlement should be finally approved as fair, reasonable, and adequate as to the Class Members;
7 (b) approving as to form and content the proposed Class Notice;
8 (c) approving as to form and content the proposed Request for Exclusion
9 Form;
10 (d) preliminarily certifying the Settlement Class for purposes of approving
11 the Settlement Agreement;
12 (e) preliminarily approving the PAGA payment of \$75,000 to the LWDA;
13 (f) preliminarily setting attorney's fees and costs payable to Class Counsel;
14 (g) preliminarily setting the Service Payment to the Class Representative; and
15 (h) preliminarily approving Phoenix Class Action Administration Solutions as
16 the Settlement Administrator and its estimated fees and costs of \$12,000.

17 2. The Parties shall submit this Settlement Agreement to the Court and the LWDA
18 in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

19 **G. Duties of the Parties in Connection with and Following Final Court Approval.**

20 1. In connection with the hearing on final approval of the settlement, the Parties will
21 submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of
22 the hearing on final approval (unless otherwise ordered by the Court):

- 23 (a) approving the settlement, adjudging the terms thereof to be fair, reasonable
24 and adequate, and directing consummation of its terms and provisions;
25 (b) approving Class Counsel's application for an award of attorney's fees and
26 reimbursement of documented litigation costs and expenses, the service payments to the Class
27 Representative, the PAGA Payment to the LWDA, and the costs of administering the settlement;
28 and

1 (c) Entering judgment in the Action in accordance with this Settlement
2 Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

3 2. Class Counsel shall file an application for attorney's fees and reimbursement of
4 costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing
5 on final approval (unless otherwise ordered by the Court).

6 **H. Miscellaneous Provisions:**

7 1. **Voiding the Agreement.**

8 A failure of the Court to approve any material condition of this Settlement Agreement which
9 effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or
10 materially modified on appellate review, shall render the entire Settlement Agreement voidable and
11 unenforceable as to all Parties herein at the option of any Party.

12 2. **Parties' Authority.**

13 The signatories hereto represent that they are fully authorized to enter into this Settlement
14 Agreement and bind the Parties hereto to the terms and conditions hereof.

15 3. **Mutual Full Cooperation.**

16 The Parties agree to fully cooperate with each other to accomplish the terms of this
17 Settlement Agreement, including but not limited to, execution of such documents and such other
18 action as may reasonably be necessary to implement the terms of this Settlement Agreement. The
19 Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated
20 by this Settlement Agreement and any other efforts that may become necessary by order of the
21 Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As
22 soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the
23 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
24 Court's preliminary and final approval of the settlement.

25 4. **No Prior Assignments.**

26 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
27 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
28

1 entity any portion of any liability, claim, demand, action, cause of action or rights released and
2 discharged by this Settlement Agreement.

3 **5. No Admission.**

4 Nothing contained herein, nor the consummation of this Settlement Agreement, is to be
5 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
6 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
7 Settlement Agreement with the intention of avoiding further disputes and litigation with the
8 attendant inconvenience and expenses. This Settlement Agreement is a settlement document and
9 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408
10 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or
11 proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

12 **6. Construction.**

13 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
14 result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement
15 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
16 any Party or her or its counsel participated in the drafting of this Settlement Agreement.

17 **7. Captions and Interpretations.**

18 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
19 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement
20 or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a
21 recital.

22 **8. Modification.**

23 This Settlement Agreement may not be changed, altered, or modified, except in writing and
24 signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be
25 discharged except by performance in accordance with its terms or by a writing signed by each of
26 the Parties hereto on their attorneys.

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1 **9. Integration Clause.**

2 This Settlement Agreement contains the entire agreement between the Parties relating to
3 the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
4 understandings, representations, and statements, whether oral or written and whether by a Party or
5 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
6 writing.

7 **10. Binding on Assigns.**

8 This Settlement Agreement shall be binding upon and insure to the benefit of the Parties
9 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

10 **11. Governing Law.**

11 All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted
12 according to the laws of the State of California, without giving effect to any conflict of law
13 principles or choice of law principles.

14 **12. Signatures of All Class Members Unnecessary to be Binding.**

15 It is agreed that, because the members of the Settlement Class are numerous, it is impossible
16 or impractical to have each Class Member execute this Settlement Agreement. The Class Notice,
17 attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release
18 provided herein and such shall have the same force and effect as if this Settlement Agreement was
19 executed by each Class Member.

20 **13. Counterparts.**

21 This Settlement Agreement may be executed in counterparts, and when each Party has
22 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
23 and when taken together with other signed counterparts, shall constitute one fully-signed Settlement
24 Agreement, which shall be binding upon and effective as to all Parties.

25 **14. Confidentiality**

26 Until Plaintiff files his motion for preliminary approval of the class action settlement of the
27 Action, the Parties and Counsel agree to maintain confidentiality as to the Settlement, including the
28 amount and terms of the Settlement, except as to spouses, tax or financial advisors, attorneys, taxing

1 agencies, or as otherwise required by law.

2 **15. No Publicity**

3 Plaintiff and his Counsel will not contact the media about the Settlement Agreement or
4 respond to any inquiries by the media regarding the Settlement, other than to state that the matter
5 was amicably settled, and the Court did not find Defendant liable. Plaintiff and his Counsel also
6 will not post any information about the Settlement Agreement on social media or their firm's
7 websites.

8 **16. Representation Regarding Class Size.**

9 Defendant has represented that Class Members worked no more than 24,000 workweeks
10 during the Class Period through May 2, 2023. Should this number exceed 31,000 as of the final
11 day of the Class Period, the Gross Settlement Amount will increase proportionately with the
12 increase over 31,000 workweeks. For example, if there are 34,100 workweeks, the Gross
13 Settlement Amount shall increase by 10% (34,100/31,000).

14 **17. Continuing Jurisdiction.**

15 The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to
16 the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code
17 of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive
18 and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret
19 and enforce the terms, conditions and obligation of the Agreement.

20 **18. Default; Notice; Cure; Acceleration; Time is of the Essence.**

21 Time is of the essence with respect to all provisions of this Agreement. If Defendant fails
22 to timely make the payment due hereunder, it shall be in default of its obligations. Plaintiff shall
23 thereafter give notice of default and Defendant must cure said default within ten (10) calendar days
24 thereof. In the event of an uncured default, all unpaid amounts shall be due and payable with interest
25 at the legal rate from the date of default.

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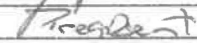
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Dated: 06 / 01 / 2023

By: 
NICHOLAS WILKERSON
Plaintiff and Class Representative

Dated: July 7, 2023

OFFICIAL PEST PREVENTION, INC.
By: 
Its: 

APPROVED AS TO FORM AND CONTENT:

Dated: 6/2/2023

GAINES & GAINES, APLC
By: 
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff and Class
Representative

Dated: July 12, 2023

PALMER KAZANJIAN WOHL HODSON
LLP
By: 
Larry M. Kazanjian, Esq.
Treaver K. Hodson, Esq.
Dayra Juarez, Esq.
Counsel for Defendant

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

NICHOLAS WILKERSON, individually and on
behalf of all similarly situated individuals,

Plaintiff,

v.

OFFICIAL PEST PREVENTION, INC., a
Delaware corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 34-2022-00328182

Assigned to the Hon. Laura Damrell, Dept. 28

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$994,500 to pay claims to all individuals who worked for Official Pest Prevention, Inc. ("Defendant") as a non-exempt employee in California at any time between October 10, 2018 and [class period end date].
- The settlement resolves a lawsuit alleging that Defendant failed to pay all wages, including all minimum and overtime wages; provide compliant rest periods or premium compensation in lieu thereof; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements. The Settlement avoids costs and risks of continuing the lawsuit, pays money to employees, and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$331,500 as attorney's fees and \$15,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the class settlement. This is the only option that allows you to ever be part of any other lawsuit against Official Pest Prevention, Inc. about the legal claims that were brought in this case. Even if you exclude yourself, you will still be an Aggrieved Employee subject to the PAGA settlement
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On October 10, 2022, Plaintiff Nicholas Wilkerson ("Plaintiff"), a former employee of Defendant Official Pest Prevention, Inc., filed this lawsuit in the Sacramento County Superior Court. The lawsuits allege violations of the California Labor Code and California Business and Professions Code. The lawsuits seek to certify a class of all current and former non-exempt California employees of Defendant at any time between October 10, 2018 and [class period end date] ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid all wages, including all minimum and overtime wages due; provided compliant rest periods or premium compensation in lieu thereof; timely issued final wages upon separation of employment; or issued accurate and complete itemized wage statements. The Settlement seeks recovery of wages, liquidated damages, damages, interest, statutory and civil penalties, restitution, attorney's fees and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Larry M. Kazanjian, Esq.
Treaver K. Hodson, Esq.
Dayra Juarez, Esq.
PALMER KAZANJIAN WOHL HODSON LLP
2277 Fair Oaks Blvd., Suite 455
Sacramento, CA 95825

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee?

The Settlement encompasses a class composed of all individuals who worked for Official Pest Prevention, Inc. as a non-exempt employee in California at any time between October 10, 2018 and [class period end date]. It encompasses Aggrieved Employees composed of all individuals who worked for Official Pest Prevention, Inc. as a non-exempt employee in California at any time between August 4, 2021 and [class period end date].

C. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay \$994,500 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Amount.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will set these amounts at the Final Approval Hearing.

- (a) **Class Counsel's Attorney's Fees** in an amount set by the Court, not to exceed \$331,500;
- (b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$15,000;
- (c) **Service Payment to the Class Representative** in an amount set by the Court, not to exceed \$12,000 to Plaintiff for his service in the lawsuit;
- (d) **Settlement Administration Costs** which are currently estimated to not exceed \$15,000, for administering the settlement; and
- (e) **PAGA Payment** in the total amount of \$100,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or \$75,000, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% or \$25,000, shall be included in the Net Settlement Amount for payment to Class Members

3. Individual Payment Amount.

Your share of the Net Settlement Amount will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant Official Pest Prevention, Inc. and its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees ("Released Parties") from any and all Released Class Claims which arose during their employment in a non-exempt position in California during the Class Period. "Released Class Claims" means any and all claims and/or causes of action which accrued during the Class Period during employment in a non-exempt position in California, that are alleged, or that could have been alleged in the Action based on the facts set forth in the Complaint including Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 1194, and 1194.2, and Business & Professions Code § 17200 et seq. predicated on the underlying Labor Code claims alleged). No PAGA claims are encompassed in the Released Class Claims.

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved Employees will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during their employment in a non-exempt position in California during the PAGA Period. "Released PAGA Claims" means any and all PAGA claims and/or causes of action which accrued during the PAGA Period during employment in a non-exempt position in California, that are alleged in the operative Complaint on file in the Action, or that could have been alleged in the Action based on the facts set forth in the operative Complaint. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form), and a "PAGA Payment

Amount,” which is distributable to each Aggrieved Employees regardless of whether they participate in the Settlement (Aggrieved Employees will receive a PAGA Payment Amount even if they exclude themselves from the Settlement).

The Individual Payment Amounts will be calculated by dividing the Net Settlement Proceeds by the total weeks worked by all participating Class Members in California in a non-exempt position in California during the Class Period, which will yield the applicable weekly rate. The weekly rate shall be multiplied by the number of weeks each individual participating Class Member worked for Defendant in California in a non-exempt position during the Class Period to yield their Individual Payment Amount. Each Participating Settlement Class Member who does not opt out will receive an Individual Payment Amount equal to their individual weeks worked in California in a non-exempt position during the Class Period multiplied by the weekly rate.

The PAGA Payment Amounts will be calculated by dividing the PAGA Payment allocated to Aggrieved Employees (25% of the PAGA Payment or \$25,000) by the total weeks worked by all participating Aggrieved Employees in California in a non-exempt position during the PAGA Period, which will yield the applicable weekly rate. The weekly rate shall be multiplied by the number of weeks each individual participating Aggrieved Employees worked for Defendant in California in a non-exempt position during the PAGA Period to yield their PAGA Payment Amount. Each Aggrieved Employee will receive a PAGA Payment Amount equal to their individual weeks worked in California in a non-exempt position during the PAGA Period multiplied by the weekly rate.

For tax purposes, each Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% to penalties and interest. All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

Class Payment: According to the records of Defendant, you worked [] weeks while employed as a non-exempt employee in California from October 10, 2018 and [class period end date]. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately \$[]. This amount is subject to change based on the final ruling of the Court.

PAGA Payment: According to the records of Defendant, you worked [] weeks while employed as a non-exempt employee in California from August 4, 2021 and [class period end date]. Based on these weeks worked, you are entitled to a PAGA Payment Amount of approximately \$[]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [], 2023. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on [], at 8:30 a.m., in the Courtroom of Judge Laura Damrell of the Sacramento County Superior Court, Department 28, located at 720 9th Street, Sacramento, California 95814. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement

Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney's fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as a service payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than _____. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than _____.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement except you will participate in the PAGA portion thereof and be paid a share of the PAGA settlement. With that exception, you will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT
OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT 2

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Nicholas Wilkerson v. Official Pest Prevention, Inc.*, Sacramento County Superior Court Case. No. 34-2022-00328182. IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.

I confirm that I was employed by Defendant Official Pest Prevention, Inc. as a non-exempt employee in California between October 10, 2018 and _____, 2023.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [45 days after mailing of Notice]. Send this signed request for exclusion form to the Settlement Administrator:

Official Pest Prevention, Inc. Claims Administrator
c/o _____

Title	Wilkerson v Official Pest Settlement Agreement v2 Final
File name	Wilkerson v Provi...with exhibits.pdf
Document ID	7218f0206277d214769b3e11b9b48d8ffc97a591
Audit trail date format	MM / DD / YYYY
Status	 Signed

Document history

 SENT	06 / 01 / 2023 17:43:41 UTC	Sent for signature to Nicholas Wilkerson (djnicklee@gmail.com) from office@gaineslawfirm.com IP: 47.181.216.90
 VIEWED	06 / 01 / 2023 20:10:44 UTC	Viewed by Nicholas Wilkerson (djnicklee@gmail.com) IP: 172.59.161.33
 SIGNED	06 / 01 / 2023 20:15:16 UTC	Signed by Nicholas Wilkerson (djnicklee@gmail.com) IP: 172.59.161.33
 COMPLETED	06 / 01 / 2023 20:15:16 UTC	The document has been completed.