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RSVC COMPANY

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

BRIAN VICKERY, individually and on behalf of
all others similarly situated;

Plaintiff,

vs.

RSVC Company., a California Corporation; and
DOES 1-10, inclusive.

Defendants.

CASE NO.: CVRI2300621

[Assigned for All Purposes to the Hon. Harold
Hopp, Department 1]

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between Plaintiff Brian Vickery (“Plaintiff”), individually
2 and on behalf of all others similarly situated, on the one hand, and Defendant RSVC Company (“RSVC”
3 or “Defendant”) on the other hand, and subject to the approval of the Court, that the Action is hereby
4 compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class
5 Action and PAGA Settlement (“Stipulation” and/or “Settlement” and/or “Settlement Agreement” and/or
6 “Agreement”) and that the Court shall make and enter judgment, subject to the continuing jurisdiction of
7 the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by
8 this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “**Action**” refers to the civil action entitled: *Brian Vickery v. RSVC Company*, Riverside
11 County Superior Court, Case No. CVRI2300621. The Action was filed as a class and representative action.

12 2. “**Agreement**” refers to this Joint Stipulation of Class Action Settlement Agreement and
13 Release of Claims, which includes all of the Recitals and the Exhibits attached hereto.

14 3. “**Class Counsel**” means Daniel Srourian of Srourian Law Firm, P.C. For purposes of
15 providing any notices required under this Agreement, Class Counsel shall refer to Daniel Srourian, 3435
16 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010 (daniel@slfla.com).

17 4. “**Class Counsel Award**” means reasonable attorneys’ fees for Class Counsel’s litigation
18 and resolution of this Action in an amount not to exceed \$205,000.00 (one-third (1/3) of the Gross
19 Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this
20 Action in an amount not to exceed \$15,000.00.

21 5. “**Class Information**” means information regarding Class Members that Defendant shall
22 in good faith compile from RSVC’s records and shall be authorized by the Court to transmit in a secure
23 manner to the Settlement Administrator. Class Information shall be transmitted in electronic form and
24 shall include each Class Member’s full name; Employee Identification Number; Last Known Address and
25 Telephone Number; Social Security number; Class Workweeks, as defined in Section 12 herein; Dates of
26 Employment by Defendant in California as a Non-Exempt Fieldworker Employee.

27 6. “**Class**” refers to all current and former non-exempt, hourly fieldworker employees
28 working for RSVC in California at any time from February 7, 2019 through May 5, 2024.

1 7. **“Class Member(s)”** refers to any individual who is a member of the Class.

2 8. **“Class Notice”** means the Notice of Class Action and PAGA Settlement, which shall be
3 mutually agreed upon by the Parties, subject to Court approval, and which the Settlement Administrator
4 shall mail to each Class Member explaining the terms of this Stipulation and the Settlement. The Class
5 Notice will be substantially in the form attached hereto as **Exhibit A**.

6 9. **“Class Period”** means the period from February 7, 2019 through May 5, 2024. The Class
7 Period is based on a four-year statute of limitations period for state law claims, beginning four years prior
8 to the date on which the Action was filed (February 7, 2023).

9 10. **“Class Representative Service Award”** refers to any payment, subject to Court approval,
10 to the Class Representative from the Gross Settlement Amount, not to exceed \$5,000.00, in recognition
11 of the efforts and work in prosecuting the Action on behalf of the Class Members.

12 11. **“Class Workweek(s)”** means the number of weeks worked by each Class Member during
13 the Class Period as reflected in Defendant’s records, and excludes any weeks during which a Class
14 Member was on a leave of absence or otherwise absent from work.

15 12. **“Class Workweek Value”** means the settlement value of each Class Workweek, as
16 determined by the formula set forth herein.

17 13. **“Complaint”** refers to the operative First Amended Complaint in the Action, which was
18 filed on February 7, 2023.

19 14. **“Defendant”** means Defendant RSVC Company.

20 15. **“Defense Counsel”** refers to Wilson, Elser, Moskowitz, Edelman & Dicker LLP. For
21 purposes of providing any notices required under this Agreement, Defendant’s Counsel shall refer to
22 Diana M. Estrada and Jennifer A. Brody, 555 South Flower Street, Suite 2900, Los Angeles, California
23 90071.

24 16. **“Effective Date”** of the Agreement shall be the date after both of the following have
25 occurred: (i) final approval of the settlement is granted by the Court, and (ii) Judgment approving the
26 settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s
27 Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the
28 expiration of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (ii) if

a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

17. **“Employer’s Share of Payroll Taxes”** means RSVC’s portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards that constitutes wages.

18. **“Final Approval Hearing”** means the hearing to be conducted by the Court after the filing by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the class and Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court finally approve the Settlement, enter the Final Order and Judgment, and take other appropriate action.

19. **“Final Order and Judgment”** means the order and judgment to be entered by the Court upon granting final approval of the Settlement and this Stipulation as binding upon the Parties and Participating Class Members. The Final Judgment will constitute a binding and final resolution, have full *res judicata* effect, and discharge Defendant and Released Parties from liability for any and all claims by Plaintiff, all Class Members as to all Released Class Claims, and all PAGA Aggrieved Employees and the State of California as to all Released PAGA Claims as set forth in this Agreement.

20. **“Gross Settlement Amount”** refers to the maximum settlement payment Defendant shall be obligated to make in connection with the Settlement or Agreement, which in this case is no more than \$615,000.00. This sum shall include all payments made to the Participating Class Members, the Class Counsel Award, the Class Representative Service Award, the Settlement Administration Costs, and the civil penalties allocated to the California Private Attorneys General Act (“PAGA”) and paid to the Aggrieved Employees and the California Labor & Workforce Development (“LWDA”). The Gross Settlement Amount will be on a common-fund basis, non-reversionary, and subject to the Escalator Provision below. The Gross Settlement Amount does not include the Employer’s Share of Payroll Taxes on the portion of payments to Class Members allocated as wages, which Defendant shall be responsible for paying separately.

1 The Gross Settlement Amount is a material term of this Agreement. To the extent Plaintiff or the Court
2 seeks to require Defendant to pay more than the Gross Settlement Amount as part of this Settlement or
3 Agreement, Defendant shall retain the right, in the exercise of their sole discretion, to nullify the
4 Agreement.

5 21. **“Individual Settlement Award”** means the amounts payable from the Net Class Amount
6 to each Participating Class Member and from the Net PAGA Amount to each PAGA Aggrieved Employee.
7 If a person is both a Participating Class Member and a PAGA Aggrieved Employee, this means the
8 combined amount payable to such person from the Net Settlement Amount.

9 22. **“Last Known Address”** means the most recently recorded mailing address for a Class
10 Member and/or Aggrieved Employee contained in RSVC’s records.

11 23. **“LWDA Payment”** refers to the \$33,750.00 of the PAGA Payment, defined herein infra,
12 to be paid to the LWDA, as the LWDA’s share of the settlement of civil penalties paid under this
13 Agreement pursuant to the PAGA.

14 24. **“Net Settlement Amount”** means the portion of the Gross Settlement Amount remaining
15 after deducting the Court-approved amounts for the Class Counsel Award, the Class Representative
16 Service Award, the Settlement Administration Costs, and the LWDA Payment. The Net Settlement
17 Amount shall include all Individual Settlement Payments due to Participating Class Members, including
18 the employees’ share of payroll taxes, and all Individual PAGA Settlement Payments due to Aggrieved
19 Employees, as defined below. The Net Settlement Amount shall be fully apportioned between the Net
20 Class Amount and the Net PAGA Amount, as defined below. The Net Settlement Amount is the maximum
21 amount that shall be available for distribution to Class Members. The Net Settlement Amount is a material
22 term of this Agreement. To the extent Plaintiff or the Court seeks to require Defendant to pay more than
23 the Net Settlement as part of this Settlement or Agreement, Defendant shall retain the right, in the exercise
24 of its sole discretion, to nullify the Settlement or Agreement.

25 25. **“Net Class Amount”** means the Net Settlement Amount less the Net PAGA Amount and
26 shall be the portion of the Net Settlement Amount that will be paid to Participating Class Members.

27 26. **“PAGA Period”** means the period from December 27, 2021 through May 5, 2024.
28

1 27. **“Net PAGA Amount”** means the portion of the Net Settlement Amount that will be paid
2 to PAGA Aggrieved Employees, equal to 25% of the PAGA Allocation, and equal to the Net Settlement
3 Amount less the Net Class Amount. Only those Class Members employed by RSVC during the PAGA
4 Period are entitled to payments based on PAGA Payroll Periods (“Individual PAGA Settlement
5 Payments”). Payments will be made to Class Members employed by RSVC during the PAGA Period
6 regardless of whether they submit a Request for Exclusion.

7 28. **“Notice of Objection”** and/or **“Notice of Objection Form”** (to be included in the Notice
8 Packet) means a Class Member’s valid and timely submission of a written objection to the Settlement,
9 substantially in the form detailed in the Notice of Class Action Settlement. The Notice Packet shall provide
10 that those Class Members who wish to object to the Settlement must mail or fax a written statement of
11 objection to the Settlement Administrator no later than the Response Deadline. The postmark date or fax
12 timestamp shall be deemed the exclusive means for determining if a Notice of Objection is timely. For an
13 objection to be valid, it should include: (a) the objector’s full name, signature, address, and telephone
14 number, (b) a written statement of all grounds for the objection accompanied by any legal support for such
15 objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based.
16 Class Members may also appear at the Final Approval Hearing and orally object without first providing a
17 written objection. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit
18 or otherwise encourage or discourage Class Members from submitting a Notice of Objection or filing an
19 appeal from the Final Order and Judgment.

20 29. **“Notice Packet”** means the packet of documents which shall be mailed to all Class
21 Members by the Settlement Administrator, including the Class Notice shown in Exhibit A, Mailing
22 Envelope, Exclusion Form and Notice of Objection Form.

23 30. **“PAGA Aggrieved Employee(s)”** means all current and former non-exempt fieldworker
24 employees who worked for RSVC in California at any time from December 27, 2021 through May 5,
25 2024. All PAGA Aggrieved Employees are also Class Members unless they opt out of the Class by timely
26 submitting a valid Request for Exclusion.

27 31. **“PAGA Allocation”** means the amount of the Gross Settlement Amount allocated to the
28 settlement of the PAGA claims, Forty Five Thousand Dollars and No Cents (\$45,000.00). Seventy Five

Percent (75%) of this amount, or Thirty Three Thousand Seven Hundred and Fifty Dollars and No Cents (\$33,750.00), shall be paid to the LWDA. 25% of the PAGA Allocation, or Eleven Thousand Two Hundred and Fifty Dollars and No Cents (\$11,250.00), shall be payable to the PAGA Aggrieved Employees as the Net PAGA Amount.

32. **“PAGA Period”** means the period between December 27, 2021 through May 5, 2024.

33. **“PAGA Payroll Periods”** means the number of payroll periods worked by each PAGA Aggrieved Employee as an hourly non-exempt fieldworker employee during the PAGA Period and excludes any payroll periods during which a PAGA Aggrieved Employee was on a leave of absence or otherwise absent from work. With the Class Information, Defendant shall provide the Settlement Administrator with each PAGA Aggrieved Employee’s PAGA Workweeks based on hire and termination dates. All PAGA Aggrieved Employees will be entitled to payment for at least one PAGA Payroll Period.

34. **“PAGA Payroll Period Value”** means the settlement value of each PAGA Payroll Period, as determined by the formula set forth herein.

35. **“Participating Class Members”** means Plaintiff and all other Class Members who do not submit a valid and timely opt-out Request for Exclusion.

36. **“Parties”** refer to (1) Plaintiff Brian Vickery, individually and on behalf of all current and former non-exempt, hourly field worker employees working for Defendant in California at any time between February 7, 2019 to May 5, 2024; and (2) Defendant RSVC Company.

37. **“Plaintiff”** means Brian Vickery.

38. **“Preliminary Approval Order”** means the order issued and entered by the Court following a Motion for Preliminary Approval of the Settlement and this Agreement.

39. **“Released Class Claims”** includes any and all claims, demands, rights, liabilities, and/or causes of action, of any and all claims that have been or could have been alleged or asserted in the operative pleading filed in the Action reasonably related to or arising out of the facts and theories alleged therein and in any related notices sent to the LWDA, during the Class Period (collectively, the “Released Claims”), including but not limited to claims under state, federal (i.e., Fair Labor Standards Act (“FLSA”)) or local law including but not limited to claims for or based on any type of minimum, regular, overtime or other wages; any alleged failure to provide, authorize or permit compliant meal and

rest periods; any alleged failure to pay any wages timely or at all during and/or upon termination of employment; any alleged failure to provide accurate, itemized wage statements; any alleged failure to reimburse business expenses; any alleged or actual failure to keep accurate records; any alleged or actual violations of Labor Code sections 1198 and 1199; any alleged or actual violations or Labor Code section 216; any alleged or actual failure to pay employees in compliance with Labor Code section 204; derivative violations of the California Unfair Competition Law and/or relief under PAGA; and any alleged or actual failure to pay interest or penalties owed as a result of any and all of the foregoing. The Released Class Claims specifically include, but are not limited to, all claims arising under California Labor Code sections 201–204, 210, 216, 226, 226.7, 227.3, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802 or any other applicable state statute, rule and/or regulation (Wage Order). The Plaintiff and Participating Class Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

40. **“Released Class Claims Period”** means the period from February 7, 2019 through May 5, 2024.

41. **“Released PAGA Claims”** means all claims for civil penalties pursuant to PAGA that are reasonably related to or arising out of the factual allegations in the operative pleading in the Action and/or Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period. The alleged violations under the Labor Code include Labor Code §§ 201, 203, 206, 226.7, 226(a), 510, 512, 551, 552, 1194, 1194.1197, 1197.1, 1198, and 2802 and/or any other applicable state statute, rule and/or regulation (Wage Order). The Plaintiff and PAGA Aggrieved Employees will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released PAGA Claims, including but not limited to, statutory penalties, interest, attorneys’ fees, litigation costs, and any other available relief. This release shall extend to all such claims accrued during the PAGA Period. This release shall be binding on all PAGA Aggrieved Employees regardless of whether they submit a valid Request for Exclusion from the Class.

42. **“Released PAGA Claims Period”** means the period from December 27, 2021 through May 5, 2024.

43. **“Released Parties”** means Defendant RSVC Company and each of its current and former directors, officers, employees, and agents.

44. **“Request for Exclusion”** means a submitted written Exclusion Form, to be included in the Notice Packet, submitted by a Class Member to the Settlement Administrator indicating a request to be excluded from the Settlement. The Request for Exclusion should: (a) be signed by the Class Member; (b) contain the name, address and telephone number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the settlement; (d) be returned by fax or mail to the Settlement Administrator at the specific address and/or facsimile number; and be postmarked or faxed on or before the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties a complete list of all Class Members who submitted a timely and valid Request for Exclusion. Defendant, at its sole discretion, then shall have the right, but not the obligation, to revoke/withdraw the Settlement if more than ten (10) percent of the Class Members exclude themselves. Defendant shall exercise these rights, if at all, within seven (7) business days of receipt of the list of valid Requests for Exclusion from the Settlement Administrator by providing written notice to Class Counsel. Late elections will have no effect. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point.

45. **“Response Deadline”** means the deadline by which Class Members must postmark to the Settlement Administrator valid Request for Exclusion or Notice of Objection. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator unless the 45th day falls on a Sunday or Federal holiday, in which case the Response

1 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
2 Deadline may also be extended by express written agreement between the Parties. Under no
3 circumstances, however, will the Settlement Administrator have the authority to extend the deadline for
4 Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

5 46. **“Settlement Administration Costs”** means the reasonable costs and fees of administering
6 the Settlement to be paid from the Gross Settlement Amount, including, but not limited to: (i) printing,
7 mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting
8 to Participating Class Members, PAGA Aggrieved Employees, and government entities all appropriate
9 tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards, the
10 Class Representative Service Award, and the Class Counsel Award; (iv) processing and validating
11 Requests for Exclusion; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue
12 Code; and (vi) calculating and remitting to the appropriate government agencies all employer and
13 employee payroll tax obligations arising from the Settlement and preparing and submitting filings required
14 by law in connection with the payments required by the Settlement.

15 47. **“Settlement Administrator”** refers to Simpluris, the third-party administrator, who has
16 been mutually selected by the Parties, subject to Court approval, to perform the notice, claims
17 administration, and distribution of payment functions further described in this Agreement. The Settlement
18 Administrator shall establish its own employer identification number and file an Internal Revenue Service
19 Form W-9. The Settlement Administrator shall meet all of the requirements to establish a Qualified
20 Settlement Fund (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1. The Parties each
21 represent they do not have any financial interest in the Settlement Administrator or otherwise have a
22 relationship with the Settlement Administrator that could create a conflict of interest.

23 **PROCEDURAL HISTORY AND RECITALS**

24 48. **Procedural History.** On February 7, 2023, Plaintiff filed a putative class action complaint
25 concerning alleged violations of California wage and hour law occurring at RSVC in the Superior Court
26 of the State of California, County of Riverside entitled *Brian Vickery v. RSVC Company*, Riverside
27 Superior Court Case No. CVRI12300621. Plaintiff filed a First Amended Complaint (“FAC”) on March
28 7, 2023. The FAC is the operative complaint in the action.

1 49. Defendant filed an answer and denied all allegations and claims asserted in the operative
2 Complaint.

3 50. On January 19, 2024, the Parties participated in their first mediation session before Steven
4 Serratore, Esq. Parties participated in a second session with Mr. Serratore on April 5, 2024, at which time
5 the Parties reached agreement on the material terms of a proposed class action settlement that would fully
6 resolve the Action, which they memorialized in a signed Memorandum of Understanding, made subject
7 to the Parties entering into a more comprehensive written settlement agreement.

8 51. The Parties Engaged in Informal, Pre-Mediation Discovery. The Parties agreed to attend
9 mediation before engaging in formal discovery. In advance of the mediation, Defendant provided a small
10 sample of time and pay data, which Plaintiff's expert analyzed for the purposes of mediation. Defendant
11 also provided relevant policies and procedures.

12 52. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel
13 recognize the expense and length of continued proceedings necessary to litigate Plaintiff's disputes in the
14 Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty
15 and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation.
16 Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the
17 claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the
18 difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff
19 and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that
20 confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel
21 have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in
22 the best interests of the class.Class Counsel's Investigation. Class Counsel investigated the claims against
23 Defendant in the Action, and also analyzed all applicable defenses raised by Defendant. The investigation
24 included review of the above-mentioned documents produced before mediation discovery, interviewing
25 Plaintiff, two conferences between Class Counsel and Defendant's Counsel and the mediator, and Class
26 Counsel's analysis of Defendant's time and pay records. Class Counsel believes class certification would
27 be appropriate in this Action after formal discovery.
28

53. Defendant's Denials. Defendant denies and continues to deny: (a) all of the allegations made by the Class Representative or the Class in the Action; (b) that it violated any applicable laws; (c) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action; and, (d) that class certification or representative treatment of the Action or any alleged claim is proper. The Court has not made any findings of liability as to Defendant and the Court has not determined that class certification is warranted in this Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that class certification or representative treatment is appropriate for any purpose other than settlement purposes alone, Defendant has agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Action. Any stipulations or statements by Defendant contained in this Agreement is made for settlement purposes only.

54. The Parties' Intent. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind that were or could have been asserted in the Action, to the extent that such claims arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set forth in the claims in the operative Complaint in the Action.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and of the release and dismissal of all Released Claims, the Parties stipulate and agree to the terms and provisions of this Settlement and Agreement, subject to the Court's approval, as follows:

55. Binding Settlement. This Settlement shall bind the Parties, all Participating Class Members, and all PAGA Aggrieved Employees subject to the terms and conditions hereof and the Court's approval.

56. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members, PAGA Aggrieved Employees, and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties,

1 the Released Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
2 resulting from treatment of such payments as non-taxable, including the treatment of such payments as
3 not subject to withholding or deduction for payroll and employment taxes.

4 57. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this
5 Stipulation, and no written communication or disclosure between or among the Parties, Class Counsel or
6 Defense Counsel and other advisers, is or was intended to be, nor shall any such communication or
7 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States
8 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) both Parties (a) have relied
9 exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice)
10 in connection with this Stipulation, (b) have not entered into this Stipulation based upon the
11 recommendation of any other party or any attorney or advisor to any other party, and (c) are not entitled
12 to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any
13 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other
14 party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
15 strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging
16 party of the tax treatment or tax structure of any transaction, including any transaction contemplated by
17 this Stipulation.

18 58. Duties of the Parties Prior to Preliminary Approval. The Parties agree to work diligently
19 and cooperatively to have this Settlement presented to the Court for preliminary approval. The Parties
20 shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for
21 Preliminary Approval for a determination by the Court as to its fairness, adequacy, and reasonableness.
22 Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry
23 of an order scheduling a fairness hearing on the question of whether the proposed settlement, including
24 payment of attorneys' fees and costs, and the Class Representative Service Award, should be finally
25 approved as fair, reasonable and adequate as to the members of the Class. Defendant shall not oppose
26 Class Counsel's motion for Preliminary Approval and Final Approval of the Settlement so long as the
27 motions and supporting papers are consistent with the terms of this Agreement. Class Counsel will share
28 with Defense Counsel a draft of the motion for preliminary approval and motion for final approval five

(5) court days prior to filing each motion. The requested Preliminary Approval Order shall contain the following provisions or provisions equivalent to the following, subject to Court approval:

- a. Certifying the Class for settlement purposes only;
- b. Preliminarily approving the appointment of Plaintiff as representative of the Class for settlement purposes;
- c. Preliminarily approving the proposed Settlement and this Agreement, including the payments to Participating Class Members, Class Counsel, PAGA Aggrieved Employees, Plaintiff, the Settlement Administrator, and the LWDA;
- d. Approving, as to form and content, the proposed Notice Packet mutually agreed upon by the Parties;
- e. Approving the manner and method for Class Members to request exclusion from the Settlement, object, or dispute Workweeks as contained herein and within the Notice of Class and PAGA Action Settlement;
- f. Appointing and approving the Settlement Administrator, to comply with the duties and obligations as required by this Agreement
- g. Directing the mailing of the Notice of Class and PAGA Action Settlement, by first class mail, in both English and Spanish to the Class Members;
- h. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- i. Scheduling the Final Approval hearing for consideration of final approval of this Agreement.

59. Release by Plaintiff and Other Participating Class Members. Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, Defendant shall be entitled to, and each Settlement Class member not filing a timely exclusion shall be deemed to have released their respective Released Claims against the Released Parties. Plaintiff and Class Members who do not Request Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued during the Released Claims Period and do not arise under PAGA. The Class and each member of the Class

1 who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties
2 for the Released Class Claims for any period during the Released Class Claims Period. The Parties agree
3 for settlement purposes only that, because the Class Members are so numerous, it is impossible or
4 impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will
5 advise all Class Members of the binding nature of the release of Released Class Claims and Released
6 PAGA Claims, and such notice shall have the same force and effect as if the Agreement were executed
7 by each Class Member. Plaintiff and Class Counsel represent, covenant, and warrant that they have not
8 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
9 any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein
10 released and discharged, except as set forth herein. The Parties agree that this is a settlement of disputed
11 claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

12 60. Release of PAGA Claims by PAGA Aggrieved Employees. Upon the Effective Date and
13 only after the Gross Settlement Amount has been fully funded, Plaintiff, all PAGA Aggrieved Employees,
14 and the State of California will be deemed to have fully, finally and forever released, settled, compromised,
15 relinquished, and discharged the Released Parties of all Released PAGA Claims that arose during the
16 Released PAGA Claims Period.

17 61. Settlement Administration.

18 a. Within ten (10) court days of entry of the Preliminary Approval Order, Defendant
19 shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice
20 Packets to Class Members. The Settlement Administrator will keep the Class Information confidential and
21 shall not provide it to anyone, absent express written approval from Defendant, and shall use it only for
22 the purposes described herein, take adequate safeguards to protect confidential or private information, and
23 return or certify the destruction of the information upon completion of the Settlement Administration
24 process. The Settlement Administrator will provide to Class Counsel a list of Class Members by numerical
25 identifier only and without the name, address, phone number, and Social Security number of Class
26 Members, and identifying each Class Member's Class Workweeks and PAGA Payroll Period.

27 i. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
28 Settlement Administrator shall perform a search based on the National Change of Address Database

1 maintained by the United States Postal Service and other available resources deemed suitable by the
2 Settlement Administrator to update and correct any known or identifiable address changes. To the extent
3 this process yields a different address from the one in the Class Information, that address shall replace the
4 one supplied by Defendant and be treated as the “Updated Last Known Address” for the purposes of this
5 Agreement and for subsequent mailings. Within twenty-one (21) calendar days after receiving the Class
6 Information from Defendant as provided herein, the Settlement Administrator shall mail copies of the
7 Notice Packet (in both English and Spanish) to all Class Members via regular First Class U.S. Mail to the
8 Last Known Address or Updated Last Known Address for Class Members. The Settlement Administrator
9 shall exercise its best judgment to determine the current mailing address for each Class Member. The
10 address identified by the Settlement Administrator as the current mailing address shall be presumed to be
11 the most current mailing address for each Class Member. The Parties agree that this procedure for notice
12 provides the best notice practicable to Class Members and fully complies with due process.

13 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
14 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
15 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
16 promptly shall attempt to determine a correct address by the use of skip-tracing, or other type of automated
17 search, using the name, address, phone number, and/or Social Security number of the Class Member
18 involved, and shall then perform a re-mailing to the Class Member whose Notice Packet was returned as
19 non-deliverable, assuming another mailing address is identified by the Settlement Administrator. If these
20 procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the
21 intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall
22 nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order
23 and Judgment.

24 iii. Determination of Individual Settlement Awards. The Settlement
25 Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award
26 under the terms of this Stipulation. The Settlement Administrator’s determination of the eligibility for an
27 amount of each Individual Settlement Award shall be binding upon the Class Member and/or PAGA
28

Aggrieved Employee and the Parties, yet subject to review by Class Counsel, Defense Counsel and the Court. In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

iv. Disputes Regarding Administration of Settlement. Class Members and/or PAGA Aggrieved Employees shall be given an opportunity to dispute the number of qualifying Class Workweek(s), PAGA Payroll Periods, and/or the amount of their Individual Settlement Award as provided in their Notice Packet. Any such dispute shall be sent in writing to the Settlement Administrator postmarked or fax time-stamped no more than thirty (30) days after the date when this Notice was mailed. The Settlement Administrator shall send the dispute information to Defendant within five (5) business days of receiving the dispute. RSVC shall review its records and submit any additional supporting information to the Settlement Administrator within five (5) business days of receiving the dispute. The Settlement Administrator shall then make the final binding decision regarding the number of Workweeks(s), PAGA Payroll Periods, and/or the amount of the Individual Settlement Award.

b. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Stipulation.

c. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which certifies: (a) the number of Participating Class Members from the Class who have submitted a dispute of Class Workweeks; (b) the number of PAGA Aggrieved Employees who have submitted a dispute of PAGA Payroll Periods; (c) the number of Class Members who have submitted valid Requests for Exclusion or Notices of Objection; and (d) whether any Class Member has submitted a challenge to any other information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. Within ten (10) days after the Response Deadline, the Settlement Administrator will provide the Parties a final report listing the number of Class Members who submitted Requests for Exclusion and Notices of Objection.

d. Late Submissions. The Settlement Administrator will not accept as valid any Request for Exclusion or Notice of Objection postmarked after the Response Deadline. It shall be

1 presumed that, if a Request for Exclusion or Notice of Objection is not postmarked by, facsimiled, or
2 otherwise received on or before the Response Deadline, the Class Member did not return the Request for
3 Exclusion or Notice of Objection in a timely manner.

4 e. The Settlement Administrator shall not have the authority to extend the deadline
5 for Class Members to submit a Request for Exclusion, absent agreement by both Parties.

6 f. Class Members may rescind in writing their Request for Exclusion by submitting a
7 written rescission statement to the Settlement Administrator no later than the filing date of the motion for
8 final approval of the Settlement.

9 g. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this
10 Settlement.

11 h. Documenting Communications. The Settlement Administrator shall date stamp
12 any documents it receives, including Disputes, Requests for Exclusion, Objections, and any
13 correspondence and documents from Class Members and PAGA Aggrieved Employees.

14 i. Settlement Administrator Calculation of Settlement Payments. Within seven (7)
15 days after resolving all timely-filed disputes by Class Members, and following the Final Order and
16 Judgment, the Settlement Administrator shall provide to the Parties a report showing its calculation of all
17 Individual Settlement Awards to Class Members and all Individual PAGA Settlement Payments to all
18 PAGA Aggrieved Employees. After receiving the Settlement Administrator's report, Class Counsel and
19 Defense Counsel shall review the same to determine if the calculation of payments to Participating Class
20 Members and PAGA Aggrieved Employees is consistent with this Agreement, and shall notify the
21 Settlement Administrator if either counsel does not believe the calculation is consistent with the
22 Agreement. After receipt of comments from counsel, the Settlement Administrator shall finalize its
23 calculation of Individual Settlement Awards and Individual PAGA Settlement Payments at least five (5)
24 days prior to the distribution of such payments and shall provide Class Counsel and Defense Counsel with
25 a final report listing the amount of all payments to be made to each Participating Class Member from the
26 Net Class Amount and listing the amount of all payments to be made to each PAGA Aggrieved Employee
27 from the Net PAGA Amount.
28

1 62. Funding and Allocation of Gross Settlement Amount. The Gross Settlement Amount shall
2 be paid by Defendant in one lump sum payment. No later than sixty (60) business days following the
3 Effective Date, Defendant shall provide to the Settlement Administrator in any feasible manner, including,
4 but not limited to, by way of a wire transfer, the payment in the amount Six Hundred and Fifteen Thousand
5 Dollars and Zero Cents (\$615,000.00). If this Settlement is not finally approved by the Court in full, or is
6 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date does
7 not occur, then no portion of the Gross Settlement Amount shall be paid. The employer's share of payroll
8 taxes shall be deposited at the same time as the Gross Settlement Amount.

9 a. Payment of Individual Settlement Awards. Class Members and PAGA Aggrieved
10 Employees shall not be required to submit a claim in order to receive a share of the Net Settlement
11 Amount, and no portion of the Gross Settlement Amount shall revert to Defendant or result in an unpaid
12 residue. Individual Settlement Awards shall be paid by the Settlement Administrator from the Net
13 Settlement Amount pursuant to the formula set forth herein after receipt of the Gross Settlement Amount
14 from Defendant, in accordance with the terms set forth herein. Individual Settlement Award payments
15 shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating
16 Class Member's and each PAGA Aggrieved Employee's Last Known Address within fourteen (14)
17 calendar days after Defendant provides the Settlement Administrator with the Gross Settlement Amount.
18 Prior to mailing the Individual Settlement Awards, the Settlement Administrator shall perform a search
19 based on the National Change of Address Database maintained by the United States Postal Service to
20 update and correct any known or identifiable address changes.

21 i. Each Participating Class Member's Individual Settlement Award shall be
22 calculated solely by the Settlement Administrator according to the following formula: Defendant shall
23 provide the Settlement Administrator with the Class Workweeks for each Class Member based on hire
24 and termination dates. The Settlement Administrator shall then divide the Net Class Amount by the total
25 number of Class Workweeks for all Participating Class Members resulting in a value for each week
26 worked by the Participating Class Members during the Class Period ("Class Workweek Value"). The
27 Settlement Administrator shall then multiply the number of Class Workweeks for each Participating Class
28

1 Member by the Class Workweek Value. All Class Members will be entitled to payment for at least one
2 workweek.

3 ii. Each PAGA Aggrieved Employee's Individual PAGA Settlement Payment
4 shall be calculated solely by the Settlement Administrator according to the following formula: Defendant
5 shall provide the Settlement Administrator the PAGA Payroll Periods for each PAGA Aggrieved
6 Employee based on hire and termination dates. The Settlement Administrator shall then divide the Net
7 PAGA Amount by the total number of PAGA Payroll Periods for all PAGA Aggrieved Employees
8 resulting in a value for each payroll period worked by the PAGA Aggrieved Employees during the PAGA
9 Period ("PAGA Payroll Period Value"). The Settlement Administrator shall then multiply the number of
10 PAGA Payroll Periods for each PAGA Aggrieved Employee by the PAGA Payroll Period Value. All
11 PAGA Aggrieved Employees will be entitled to payment for at least one PAGA Payroll Period.

12 iii. Individual Settlement Award payments shall be made by check and shall be
13 made payable to each Participating Class Member and/or PAGA Aggrieved Employee as set forth in this
14 Stipulation. Should a PAGA Aggrieved Employee also be a Participating Class Member, that person's
15 payments from the Net Class Amount not attributable to wages and from the Net PAGA Amount will both
16 be paid in one combined check. Should a PAGA Aggrieved Employee timely submit a valid Request for
17 Exclusion, that person will nevertheless still receive payment of their share of the Net PAGA Amount and
18 be bound by this Agreement only with respect to the Released PAGA Claims. Settlement checks which
19 are not negotiated within one hundred eighty (180) calendar days after the date they are mailed shall
20 become void and the Settlement Administrator will stop payment on the uncashed checks.

21 iv. The portion of Individual Settlement Awards paid from the Net Class
22 Amount shall be allocated as follows: twenty-five percent (25%) as wages subject to all applicable tax
23 withholdings and seventy-five percent (75%) as non-wage penalties and interest not subject to payroll tax
24 withholdings. The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll
25 Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate
26 taxing authorities in a timely manner. RSVC will be responsible for paying its share of the Payroll Taxes
27 and this amount will not be deducted from the Gross or Net Settlement Amount.

1 v. The portion of Individual Settlement Awards paid from the Net PAGA
2 Amount will be allocated entirely as penalties and will be included on an IRS Form 1099 to each PAGA
3 Aggrieved Employee.

4 vi. If a Class Member does not cash his or her settlement check within 180
5 days, the un-cashed, plus any accrued interest that has not been distributed pursuant to the order of the
6 Court, shall be voided by the Settlement Administrator and the Settlement Administrator shall transmit
7 the funds represented by such checks to the California State Controller Unclaimed Property fund pursuant
8 to governing law to be held there for the benefit of Class Members under California's escheatment laws,
9 and Class Members shall nevertheless be bound to the Parties' settlement agreement and the court's order
10 finally approving the Parties' Settlement. The Parties agree this disposition results in no "unpaid residue"
11 under California Civil Procedure Code § 384(b), as the entire Gross Settlement Amount shall be paid to
12 Class Members, whether or not their individual class payment checks are cashed. In such event, the
13 Participating Class Member and/or PAGA Aggrieved Employee shall nevertheless remain bound by the
14 Settlement.

15 vii. All monies received by Participating Class Members under the Settlement
16 which are attributable to wages shall constitute income to such Participating Class Members solely in the
17 year in which such monies actually are received by the Participating Class Members. It is expressly
18 understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Participating
19 Class Member to additional compensation or benefits under any collective bargaining agreement or under
20 any bonus, contest or other compensation or benefit plan or agreement in place during the period covered
21 by the Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or
22 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement
23 Awards provided for in this Stipulation are the sole payments to be made by Defendant to Participating
24 Class Members and PAGA Aggrieved Employees in connection with this Settlement, with the exception
25 of Plaintiff, and that the Participating Class Members are not entitled to any new or additional
26 compensation or benefits as a result of having received the Individual Settlement Awards. Furthermore,
27 the receipt of Individual Settlement Awards by Participating Class Members and PAGA Aggrieved
28 Employees shall not, and does not, by itself establish any general, special, or joint employment

relationship between and among the Participating Class Member(s), PAGA Aggrieved Employees, and Defendant.

b. Class Representative Service Award. Subject to Court approval, Plaintiff Brian Vickery shall be paid a Class Representative Service Award not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00), or any lesser amount as awarded by the Court, for his time and effort in bringing and presenting the Action and for releasing his Released Claims. Defendant shall not oppose or object to Plaintiff's request for a Class Representative Service Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00). The Class Representative Service Award shall be paid to Plaintiff from the Gross Settlement Amount no later than fourteen (14) calendar days after Defendant provides the Settlement Administrator with the Gross Settlement Amount. The Class Representative Service Award which will be paid from the Gross Settlement Amount, will be in addition to Plaintiff's Individual Award paid pursuant to the Settlement. Plaintiff agrees to a separate general release of all claims, including a waiver of California Civil Code section 1542, against Defendant for this payment (the "General Release") as set forth below. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Service Award and shall hold harmless Defendant, Class Counsel and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class Representative Service Award. The Class Representative Service Award shall be made in addition to Plaintiff's Individual Settlement Award. Any amount requested by Plaintiff for the Class Representative Service Award and not awarded by the Court shall become part of the Net Class Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Awards.

i. Plaintiff's General Release – Plaintiff, as the named Class Representative, agrees to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity, arising at any time prior to the

1 date that the court grants preliminary approval of the class action settlement. This release expressly
2 excludes any workers' compensation claim that Plaintiff may have, any claims for unemployment
3 insurance, or any other claims which cannot be released by law. As to the Plaintiff's Released Claims
4 only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California
5 Civil Code. Section 1542 reads as follows:

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

11 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
12 full and complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges
13 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
14 Plaintiff does not know or suspects to exist in his favor at the time of execution hereof, and that the
15 Settlement contemplates the extinguishment of all such Released Claims.

16 c. Class Counsel Award. Subject to Court approval, Class Counsel will seek to
17 receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement
18 Amount, which amounts to Two Hundred Five Thousand Dollars and Zero Cents (\$205,000.00). In
19 addition, subject to Court approval, Class Counsel shall seek an award of reasonable costs associated with
20 Class Counsel's prosecution of the Action in an amount not to exceed Fifteen Thousand Dollars and Zero
21 Cents (\$15,000.00).

22 Class Counsel shall provide the Settlement Administrator with a properly completed and
23 signed IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award
24 approved by the Court. Defendant shall not oppose or object to Plaintiff's request for an award of
25 attorneys' fees in an amount not to exceed \$205,000.00 or Plaintiff's request for an award of reasonable
26 costs not to exceed \$15,000.00. In the event the Court awards Class Counsel less than \$205,000.00 in
27 attorneys' fees and/or less than \$15,000.00 in costs, the difference shall become part of the Net Class
28 Amount and shall be distributed to Participating Class Members as part of their Individual Settlement

Awards. Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than fourteen (14) calendar days after Defendant provides the Settlement Administrator with payment of the Gross Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

d. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Forty Five Thousand Dollars and Zero Cents (\$45,000.00) (the "PAGA Allocation") from the Gross Settlement Amount will be designated for satisfaction of the Released PAGA Claims. Seventy-five percent (75%) of this amount, or Thirty Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$33,750.00) shall be paid to the LWDA. Twenty-five percent (25%) of the PAGA Allocation, or Eleven Thousand Two Hundred and Fifty Dollars and Zero Cents (\$11,250.00) will be distributed to PAGA Aggrieved Employees as the Net PAGA Amount. All PAGA Aggrieved Employees employed by Defendant during the PAGA Period will receive their share of the Net PAGA Amount regardless of whether they submit a Request for Exclusion Form in order to opt-out of participation in this Settlement.

e. Settlement Administration Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve reasonable Settlement Administration Costs in accordance with the Settlement Administrator's "not to exceed" bid. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to Class Counsel and Defendant's Counsel. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and to minimize settlement administration costs.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules

1 and regulations in which the Gross Settlement Amount shall be placed and from which payments required
2 by the Settlement shall be made.

3 63. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible, this
4 Settlement resolves, satisfies and completely extinguishes all of Defendant's liability with respect to the
5 Class Members except that RSVC shall solely be responsible for the Employer's Share of Payroll Taxes.
6 Upon the transfer of the Gross Settlement Amount and consistent with the provisions set forth herein,
7 Defendant shall have no further payment or defense obligation whatsoever with respect to any claims
8 covered by this Settlement made or asserted by any person or entity anywhere in the world in connection
9 with the Class Members.

10 64. Duties of the Parties for Final Approval. At the Final Approval Hearing, Plaintiff will
11 request, and Defendant will concur in said request, that the Court grant a Final Order and Judgment.
12 Plaintiff will draft and file a motion for final approval in conformity with any requirements from the Court
13 and will take other action to request the entry of Final Order and Judgment in accordance with this
14 Agreement. In conjunction with the motion for final approval and requesting an award the Class Counsel
15 Award and Class Representative Service Award, Class Counsel shall file a declaration from the Settlement
16 Administrator confirming that the Notice Packet was mailed to all Class Members as required by this
17 Agreement, as well as any additional information Class Counsel, with the input and approval of Defendant,
18 deems appropriate to provide to the Court. The Parties shall take all reasonable efforts to secure entry of
19 the Final Order and Judgment. If the Agreement does not become final for any reason, this Agreement
20 shall be void *ab initio*, and Defendant shall have no obligation to make any payments under the
21 Agreement. The Parties jointly agree pay any Settlement Administration Costs incurred up to that point.

22 65. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following
23 expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for it to
24 determine whether to grant final approval of the Settlement, including determining the amounts properly
25 payable for: (i) the Class Counsel Award; and (ii) the Class Representative Service Award. Prior to the
26 Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the
27 Parties describing the process and results of the administration of the Settlement to date, which report or
28 declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court

1 grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment
2 on its website within seven (7) calendar days of entry of the Final Order and Judgment.

3 66. Duties of the Parties Following Final Court Approval. Following final approval by the
4 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed
5 final order of approval and judgment with the following provisions, or provisions equivalent to the
6 following:

- 7 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
8 adequate, in the best interests of the Class members, and reached as a result of
9 intensive, non-collusive arms-length negotiations using an experienced mediator,
10 and directing consummation of its terms and provisions;
- 11 b. Approving Class Counsel's application for an award of attorneys' fees and costs
12 and affirming that each side will otherwise bear its own costs and fees and that
13 Defendant shall not be required to pay any amounts other than as set forth in this
14 Agreement;
- 15 c. Approving the Class Representative Service Award to Plaintiff;
- 16 d. Confirming the certification of the Class for the purpose of Settlement only;
- 17 e. Finding that the settlement administration process as stated in this Agreement has
18 been carried out with adequate protections for Class Members and provided them
19 with the best notice reasonably practicable, satisfying the requirements of law and
20 due process;
- 21 f. Rejecting objections (if any) to the Settlement;
- 22 g. Retaining Court jurisdiction after entry of Final Order and Judgment regarding (i)
23 the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
24 administration matters, and (iii) such post-Final Order and Judgment matters as
25 may be appropriate under court rules or as set forth in this Agreement.;
- 26 h. Setting a date when the Parties shall report to the court the total amount that was
27 actually paid to the Class Members; and
28

1 i. Entering judgment in this Action barring and enjoining all Participating Class
2 Members from prosecuting against any of the Released Parties, any Released Class
3 Claims or Released PAGA Claims arising during the Released Class Claims Period
4 or Released PAGA Period, upon satisfaction of all payments and obligations
5 hereunder.

6 67. Notice to the Labor and Workforce Development Agency. Class Counsel is responsible
7 for complying with all requirements of the PAGA governing notice to the LWDA of settlement and/or
8 final judgment. Specifically, Class Counsel will provide a copy of the proposed settlement to the LWDA
9 at the same time that it is submitted to the Court and will further provide a copy of the Court's Final Order
10 and Judgment to the LWDA within ten (10) days after entry as required by Labor Code sections
11 2699(1)(2)-(3).

12 68. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
13 Approval Order; (ii) the Court does not grant final approval of the Settlement; or, (iii) the Court does not
14 enter the Final Order and Judgment, this Stipulation shall be rendered null and void, any order or judgment
15 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this
16 Stipulation and any documents related to it shall not be used by any Class Member or Class Counsel to
17 support any claim or request for class certification in the Action, and shall not be used in any other civil,
18 criminal or administrative action against Defendant or any of the other Released Parties. If Defendant
19 elects to revoke the Settlement, as specified herein, the Parties and any monies required to be paid under
20 this Settlement shall be returned to their respective statuses as of the date and time immediately prior to
21 the execution of this Stipulation, and the Parties shall proceed in all respects as if this Stipulation had not
22 been executed, except that any Settlement Administration Costs already incurred by the Settlement
23 Administrator shall be paid to the Settlement Administrator by Defendant. In the event an appeal is filed
24 from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the
25 Settlement shall be stayed pending final resolution of the appeal or other appellate review and the stay
26 shall only be lifted if the end result of the appeal or other proceeding is that the terms of this settlement
27 agreement are upheld.
28

1 69. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
2 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

3 70. Waiver of Certain Appeals. Subject to preliminary and final approval of this Settlement,
4 Plaintiff and all Class Members, except those Class Members who make timely and valid Notices of
5 Objection pursuant to the terms of this Agreement, expressly waive the right to appeal. The Parties agree
6 to waive appeals and to stipulate to class certification for purposes of this Settlement only; and either party
7 may appeal any court order that materially alters the Settlement Agreement's terms. If the Court does not
8 grant preliminary or final approval of the settlement, this stipulation will have no effect. The Parties agree
9 that this settlement stipulation is in no way an admission that class certification is proper under the more
10 stringent standard applied for litigation purposes, and that this stipulation will not be admissible in this or
11 any other proceeding as evidence that a class should be certified as Plaintiff proposes or otherwise, or that
12 Defendant is liable in any way to Plaintiff or the class that Plaintiff alleges. Defendant expressly reserves
13 their rights to oppose class certification of any purported class should this settlement fail to become final
14 and effective.

15 71. No Admission by Defendant. The Parties enter into this Agreement to resolve the Action
16 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
17 Defendant does not admit, and specifically denies, that it has: violated any federal, state, or local law;
18 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
19 regulations, or legal requirements; breached any contract; or engaged in any other culpable, wrongful or
20 unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor
21 any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts, or
22 other events associated with it, shall be construed as an admission or concession by Defendant of any such
23 violation(s) or failure(s) to comply with any applicable law by Defendant or any Released Parties. Except
24 as necessary in a proceeding to approve, interpret, or enforce the terms of this Agreement, this Agreement
25 and its terms and provisions shall not be offered or received as evidence in any action or proceeding to
26 establish any admission on the part of Defendant or to establish the existence of any condition constituting
27 a violation of, or noncompliance with, federal, state, local or other applicable law. The Parties intend this
28 Settlement to be contingent upon the Preliminary and Final Approval of this Agreement; and in the event

Final Approval of this Agreement is not obtained, the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Action as if this Agreement never existed. In the event that Final Approval of this Agreement is denied by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in the Action.

72. Stipulation for Class Certification. The Parties stipulate to the certification of the Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in the Action.

73. Confidentiality & Publicity.

- a. The Parties, Class Counsel, and Defense Counsel agree that they will not, unless required by law, communicate or publicize the existence of or terms of the Settlement in a public manner, including but not limited to communicating or publicizing the existence of or the terms of the settlement to members of the press, or to publish such information on any website or social media forum.
- b. Class Counsel agrees not to solicit any Class Members to exclude themselves from the terms of this Agreement. Nothing will prevent Class Counsel from responding to inquiries from Class Members. Defendant agrees that they shall not discourage any Class Members from participating in the settlement.
- c. Prior to the motion for preliminary approval and submission of this Agreement to the Court, Class Counsel shall not discuss the terms of the Agreement or the negotiations leading to Agreement with any person other than Plaintiff and Defense Counsel.
- d. Plaintiff acknowledges and agrees that he has not, and will not, discuss the terms of the Settlement with any persons other than Class Counsel prior to filing the motion for preliminary approval and submission of this Agreement to the Court. Plaintiff further acknowledges that at no time will he disclose details of the negotiations leading to this

1 Settlement, including information learned during or after mediation. Plaintiff
2 acknowledges that a breach of these provisions will result in the forfeiture of his Class
3 Representative Service Award.

4 e. Plaintiff and Class Counsel agree to maintain the confidentiality of any documents
5 produced, formally or informally, during the course of this Action.

6 f. Nothing in this provision will prohibit Plaintiff or Class Counsel from seeking
7 preliminary or final approval of the Settlement or from making any disclosures required
8 by law.

9 g. Nothing in this provision will prevent Defendant from communicating with RSVC's
10 employees, ownership, or lender concerning the Settlement.

11 h. Class Counsel agrees that it will not include or use the Settlement for any marketing or
12 promotional purposes through any social media, website, or professional organization.
13 However, Class Counsel will not be deemed in breach of this provision unless Defense
14 Counsel provides notice of a potential breach and Class Counsel is given ten (10) days
15 to cure the potential breach.

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

19 75. Exhibits and Headings. The terms of this Stipulation include the terms set forth in any
20 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits
21 to this Stipulation are an integral part of the Settlement. The descriptive headings of any paragraphs or
22 sections of this Stipulation are inserted for convenience of reference only.

23 76. Amendment or Modification. This Stipulation may be amended or modified only by a
24 written instrument signed by counsel for all Parties or their successors-in-interest or by a court order that
25 does not amend or modify any of the material provisions of this Agreement. Any waiver of any provision
26 of this Agreement shall not constitute waiver of any other provision of this Agreement unless expressly
27 indicated.
28

1 77. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
2 agreement between the Parties, and no oral or written representations, warranties, or inducements have
3 been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
4 representations, warranties, and covenants contained and memorialized in this Stipulation and its Exhibits.
5 No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
6 This Agreement supersedes any and all prior oral or written understandings, agreements and arrangements,
7 written or oral, express or implied, between the Parties with respect to the Settlement of the Action. The
8 Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure
9 Section 1856(a), which provide that a written agreement is to be construed according to its terms, and may
10 not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written
11 representations or terms shall modify, vary, or contradict the terms of this Agreement.

12 78. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense Counsel
13 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this
14 Stipulation and to take all appropriate actions required or permitted to be taken by such Parties pursuant
15 to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the
16 terms of this Stipulation. The Parties, Class Counsel and Defense Counsel shall cooperate with each other
17 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable
18 to reach agreement on the form or content of any document needed to implement the Settlement, or on
19 any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
20 Parties may seek the assistance of the Court to resolve such disagreement. The person signing this
21 Stipulation on behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation
22 on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Stipulation and
23 that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The
24 Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any construction
25 made of this Stipulation, the same shall not be construed against any of the Parties.

26 79. Resolution of Disputes. Any dispute between or among the Parties as to the remaining
27 terms of the settlement agreement shall initially be presented to the mediator, Steven Serratore, for a non-
28 binding attempt at resolution. If the Court does not initially approve the settlement, the Parties agree to

1 cooperate in good faith and use their best efforts to amend the settlement in order to achieve Court
2 approval.

3 80. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to
4 the benefit of, the successors and assigns of the Parties.

5 81. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be
6 governed by and interpreted according to the laws of the State of California, without giving effect to any
7 law that would cause the laws of any jurisdiction other than the State of California to be applied.

8 82. Counterparts. This Stipulation may be executed in one or more counterparts. All executed
9 counterparts and each of them shall be deemed to be one and the same instrument.

10 83. This Settlement is Fair, Adequate and Reasonable. Plaintiff represents that this Settlement
11 is a fair, adequate, and reasonable settlement of the Action and he has arrived at this Settlement after
12 extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

13 84. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions
14 of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party
15 than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties,
16 it being recognized that, because of the arms-length negotiations between the Parties, all Parties have
17 contributed to the preparation of this Agreement.

18 85. Enforcement Actions. In the event that one or more of the Parties to this Settlement institutes any
19 legal action or other proceeding against any other party or parties to enforce the provisions of this
20 Agreement or to declare rights and/or obligations in dispute under this Agreement, the prevailing party or
21 parties shall be entitled to recover from the non-prevailing party or parties their reasonable attorney's fees
22 and costs, including expert witness fees incurred in connection with any enforcement actions.

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

26 87. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall
27 retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
28 Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel

1 and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing,
2 and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in
3 connection therewith.

4 88. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation
5 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the
6 fullest extent possible consistent with applicable precedents, so as to define all provisions of this
7 Stipulation as valid and enforceable. In the event the Court declares any material provision of this
8 Stipulation invalid, the Stipulation will be void and its terms will be of no force and effect, except as
9 otherwise agreed to by the Parties in writing.

10 89. Memorandum of Understanding. The parties intend that the Memorandum of
11 Understanding executed by the parties shall be fully enforceable and binding upon all Parties, and that it
12 shall be admissible and subject to disclosure under seal in any proceeding to enforce its terms,
13 notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state
14 law. Notwithstanding the foregoing, the executed Memorandum of Understanding is a confidential
15 settlement document and may not be disclosed to any third party, admitted into evidence, or used in any
16 proceeding except in an action, motion or proceeding before the Court to approve, interpret or enforce the
17 terms of this settlement. If the Court does not approve the settlement, it will be null and void. In such
18 event, the Parties reserve their rights with respect to the prosecution and defense of this action as if this
19 settlement never existed. If any of the Parties breaches the settlement and another Party or Parties
20 successfully bring an action or motion to enforce the terms of the settlement, the prevailing party shall be
21 entitled to its reasonable attorneys' fees and costs incurred in bringing the action or motion to enforce the
22 settlement.

23 90. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class
24 Members are so numerous, it is impossible or impractical to have each Class Member execute the
25 Stipulation. The Notice Packet shall advise all Class Members of the binding nature of the Settlement,
26 and the release of Released Claims and shall have the same force and effect as if this Stipulation were
27 executed by each Participating Class Member.

91. No Retaliation. Defendant shall not take any adverse action against any Class Member because of the Action or because of the existence of, and/or participation in, the Settlement, or because they choose to benefit from the Settlement or to object to the Settlement. Defendant shall not take action to discourage Class Members from participating in the Settlement.

92. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this settlement agreement, pursuant to Cal. Code Civ. Proc. § 664.6 and Cal. Rule of Court 3.769.

93. Escalator Clause. Defendant represents that Settlement Class members worked approximately 16,305 workweeks as non-exempt fieldworker employees in California (“Workweeks”) from the beginning of the Class Period through March 27, 2024. If the actual number of Workweeks worked by Settlement Class members during the Class Period exceeds this number by more than 10% (i.e., anything above 17,936 or more Workweeks worked by Settlement Class members during the Class Period), then the Gross Settlement Amount will increase by the proportional increase in Workweeks over 17,936 (e.g., if the actual number of Workweeks is 15% greater than 16,305, the Gross Settlement Amount will increase by 5%, .

IT IS SO STIPULATED.

Dated: _____

Plaintiff BRIAN VICKERY

Dated: _____

Defendant RSVC COMPANY
By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: SROURIAN LAW FIRM

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By: _____
Daniel Srourian, Esq.
Attorneys for Plaintiff
BRIAN VICKERY

Dated: _____ WILSON, ELSER, MOSKOWITZ, EDELMAN &
DICKER

By: _____
Diana M. Estrada
Jennifer A. Brody
Attorneys for Defendant
RSVC COMPANY

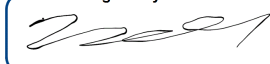
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IT IS SO STIPULATED.

Dated: 9/18/2024

DocuSigned by:

 7D1E5E5ED5E643C
 Plaintiff BRIAN VICKERY

Dated: _____

Defendant RSVC COMPANY
 By: _____
 Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: 09/20/24

SROURIAN LAW FIRM

1
2 By: 
3 Daniel Srourian, Esq.
4 Attorneys for Plaintiff
5 BRIAN VICKERY

6 Dated: _____ WILSON, ELSER, MOSKOWITZ, EDELMAN &
7 DICKER

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9 By: _____
10 Diana M. Estrada
11 Jennifer A. Brody
12 Attorneys for Defendant
13 RSVC COMPANY
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1 91. No Retaliation. Defendant shall not take any adverse action against any Class Member
2 because of the Action or because of the existence of, and/or participation in, the Settlement, or because
3 they choose to benefit from the Settlement or to object to the Settlement. Defendant shall not take action
4 to discourage Class Members from participating in the Settlement.

5 92. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this case to
6 ensure the continuing implementation of the provisions of this settlement agreement, pursuant to Cal.
7 Code Civ. Proc. § 664.6 and Cal. Rule of Court 3.769.

8 93. Escalator Clause. Defendant represents that Settlement Class members worked
9 approximately 16,305 workweeks as non-exempt fieldworker employees in California ("Workweeks")
10 from the beginning of the Class Period through March 27, 2024. If the actual number of Workweeks
11 worked by Settlement Class members during the Class Period exceeds this number by more than 10%
12 (i.e., anything above 17,936 or more Workweeks worked by Settlement Class members during the Class
13 Period), then the Gross Settlement Amount will increase by the proportional increase in Workweeks over
14 17,936 (e.g., if the actual number of Workweeks is 15% greater than 16,305, the Gross Settlement Amount
15 will increase by 5%, .

16 **IT IS SO STIPULATED.**

17
18 Dated: _____

Plaintiff BRIAN VICKERY

19
20
21
22 Dated: 9-19-24

Mark Aldaco
Defendant RSVC COMPANY
By: MARK ALDACO
Its: PRESIDENT

23
24
25 **APPROVED AS TO FORM AND CONTENT:**

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27 Dated: _____

SROURIAN LAW FIRM

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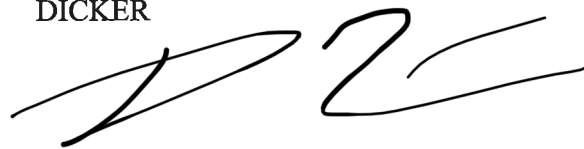
By:

Daniel Srourian, Esq.
Attorneys for Plaintiff
BRIAN VICKERY

Dated: September 20, 2024

WILSON, ELSER, MOSKOWITZ, EDELMAN &
DICKER

By:



Diana M. Estrada
Jennifer A. Brody
Attorneys for Defendant
RSVC COMPANY

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EXHIBIT A

NOTICE OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

In the Matter of
Brian Vickery v. RSVC Company
Brian Vickery v. RSVC Company, Riverside County Superior Court, Case No. CVRI2300621

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because RSVC Company's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Class Workweeks that you are credited with, if you so choose.

Pursuant to the order of the Court, **YOU ARE NOTIFIED AS FOLLOWS:** A class and representative action settlement has been reached between Plaintiff Brian Vickery ("Plaintiff") and Defendant RSVC Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") pending in the Superior Court of California, County of Riverside, Case Number CVRI2300621 (the "Action"), which may affect your legal rights. On [date of preliminary approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

You have received this Notice of Class Action and Representative Action Settlement (the "Notice") because records indicate that you were employed by RSVC Company in a covered position within the Class Period. This Notice is to advise you of how you can participate in this Settlement or how to be excluded from the Settlement.

PLEASE READ THIS NOTICE CAREFULLY.

I. IMPORTANT DEFINITIONS

"Class" means all persons who currently and/or formerly worked for RSVC Company as hourly paid, fieldworker employees in California at any time from February 7, 2019 through May 5, 2024

"Class Member" means a member of the Class.

"Class Period" means the period from February 7, 2019 through May 5, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Aggrieved Employees" means all persons who currently and/or formerly worked for RSVC Company as hourly paid, fieldworker employees in California at any time from December 27, 2021 through May 5, 2024.

"PAGA Period" means the period from September 16, 2021 through and including May 5, 2024.

"PAGA Settlement" means the settlement and resolution of all Released Private Attorneys' General Act ("PAGA") Claims.

II. WHAT IS THE PURPOSE OF THIS NOTICE?

You received this Notice because RSVC Company's records identify you as a Class Member as defined by this Notice. You may also be a PAGA Aggrieved Employee if you worked as an hourly, fieldworker employee for RSVC during the PAGA Period, as defined below. This Notice provides you with information about the terms of the settlement, including claims that are being released, the total monetary amount of the settlement, your estimated individual settlement amount if you remain a Class Member, court hearings that will be held to approve the settlement, and where to find additional information.

No action needs to be taken to receive money under the settlement. If you do nothing, you will be automatically included and do not need to take any further action to receive a payment. RSVC Company will not fire, punish, retaliate, or otherwise discriminate against any RSVC Company employee because he or she chooses to participate in this settlement, chooses not to participate, or objects to the settlement.

III. WHAT IS THE LAWSUIT ABOUT?

On February 7, 2023, Plaintiff filed a putative class action lawsuit in Riverside County Superior Court against Defendant in which he alleges violations of California wage-and-hour laws on behalf of himself and all of RSVC Company's current and former hourly paid, fieldworker employees in California. On March 7, 2023, Plaintiff filed a First Amended Complaint (the "First Amended Complaint") asserting putative class and representative action claims for damages under the California Labor Code and for civil penalties pursuant to the California Labor Code Private Attorneys General Act ("PAGA").

Plaintiff alleges that the Class was not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; was not provided meal and rest periods under the California Labor Code and Industrial Welfare Commission's Wage Orders (the "Wage Orders"); was not reimbursed for all business-related expenses; and was not provided wage statements with information specified in the California Labor Code. Plaintiff also alleges violations of the California Business and Professions Code Section 17200. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it or any employee of RSVC Company violated any law. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff's claims do not have merit. Defendant denies it owes any wages, restitution, penalties, or other damages. By agreeing to settle, Defendant is not admitting liability on any of the claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context. Considering the risks, uncertainties, inconvenience, and expense associated with the Action, the Parties have concluded that it is in the best interests of the Parties and the Class Members to settle the Action on the terms summarized in this Notice.

The Parties participated in mediation with a respected class action mediator, and as a result of the mediator's efforts, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (the "Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. This means that Riverside County Superior Court Judge Harold Hopp has determined on a preliminary basis that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable, and adequate and in the best interests of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

IV. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff and the Class

Daniel Srourian, Esq.
SROURIAN LAW FIRM, P.C.
3435 Wilshire Boulevard, Suite 1710
Los Angeles, California 90010
Telephone: (213) 474-3800
Fax: (213) 471-4160
Email: daniel@slfla.com

Attorneys for Defendant

Diana M. Estrada, Esq. (State Bar No. 212702)
Jennifer A. Brody, Esq. (State Bar No. 291668)
**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**
555 S. Flower Street, Suite 2900
Los Angeles, California, 90071
Telephone: (213) 443-5100
Fax: (213) 443-5101
Email: diana.estrada@wilsonelser.com
jennifer.brody@wilsonelser.com

The Court has decided that the attorneys for Plaintiff and the Class are qualified to represent the Class. Other than the attorneys' fees and costs outlined in Section V below, which will be paid out of the Gross Settlement Amount, you will not be charged for their services.

V. WHAT IS THE PROPOSED SETTLEMENT AND CALCULATION OF PAYMENTS?

The Parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Defendant agreed to pay \$615,000.00 (the "Gross Settlement Amount" or "GSA") to resolve the Action. This amount will be paid in its entirety by Defendant. The following payments will be made from the Gross Settlement Amount: (i) reasonable settlement administration costs not to exceed **\$10,000.00**; (ii) payment of attorneys' fees to Class Counsel not to exceed \$205,000.00 and reasonable litigation costs not to exceed \$15,000, all to be approved by the Court; (iii) a payment of **\$33,750.00** (75% of the **\$45,000.00** total amount allocated) to the California Labor & Workforce Development Agency ("LWDA") for settlement of penalties under the Private Attorneys General Act of 2004 and payment of **\$11,250.00** (the "Net PAGA Amount") (25% of the **\$45,000.00** total amount allocated) to those PAGA Aggrieved Employees who worked during the PAGA Period (defined above); and (iv) a Class Representative Service Award to the Plaintiff (also referred to herein as the "Class Representative") in an amount not to exceed \$5,000.00, and to be approved by the Court.

The amount remaining from the Gross Settlement Amount after the above deductions constitutes the Net Class Amount, which will be allocated to all Class Members who do not submit a timely and valid Request for Exclusion (the "Participating Class Members"). The calculations for Individual Settlement Awards to Participating Class Members and Individual PAGA Settlement Payments to PAGA Aggrieved Employees are described below.

Individual Settlement Awards to All Participating Class Members. Each Participating Class Member will receive an Individual Settlement Award from the Net Class Amount. **The estimated amount of your Individual Settlement Award is indicated below. This is just an estimate of the payment you could be eligible to receive under the Settlement.** Your payment could vary depending on the number of Class Members who choose to opt out, as well as whether any Class Member disputes their number of credited workweeks.

Individual Settlement Awards to Participating Class Members will be based on each Participating Class Member's pro-rata share of the Net Class Amount using his or her total number of weeks worked as hourly employee during the Class Period ("Class Workweeks"). The value of each Class Workweek will be determined by dividing the Net Class Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period. Each Participating Class Member will receive an Individual Settlement Award equal to the number of Class Workweeks they worked multiplied by the value of a Class Workweek.

Your unique settlement share as a Class Member is currently estimated to be \$<<EST CLASS SHARE>> based on the following amount of Class Workweeks: <<EST CLASS WORK WEEKS>>.

If you dispute the information above, you may contact the Settlement Administrator in writing using the contact information in Section X below. Any dispute should include: (1) your name; (2) your address; (3) your telephone number; (4) the case name; (5) a signature; (6) the number of Class Workweeks you believe is correct; and (7) any evidence you have to prove the number of contended Class Workweeks. **The dispute must be post-marked or fax time-stamped no more than forty-five (45) days after the mailing of this Notice.** The Settlement Administrator will then advise Defendant of the dispute, giving them the opportunity to present written documentation to the Settlement Administrator. The Settlement Administrator will make any final decisions regarding the number of Class Workweeks and Individual Settlement Awards.

Defendant will make payments to Participating Class Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Class Workweeks worked by each Participating Class Member during the Class Period. Defendant will be responsible for separately paying their share of the payroll taxes on any portion of the Settlement allocated to wages, and this amount will not be deducted from the Gross Settlement Amount. Participating Class Members will have 180 days to cash their settlement checks. If a Class Member does not cash his or her settlement check within 180 days, the un-cashed, plus any accrued interest that has not been distributed pursuant to the order of the Court, shall be voided by the Settlement Administrator and the Settlement Administrator shall transmit the funds represented by such checks to the California State Controller Unclaimed Property fund pursuant to governing law to be held there for the benefit of Class Members under California's escheatment laws. Participating Class Members will be bound by the Settlement even if they do not cash their settlement checks.

Twenty-five percent (25%) of the Individual Settlement Awards will be allocated as wages, for which Participating Class Members will receive a W-2, and ninety percent (75%) will be allocated as penalties, liquidated damages, interest, and other non-wage payments, for which he or she will receive a Form 1099. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member. Any amount paid to Participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by RSVC Company, unless otherwise required by law.

Individual PAGA Settlement Payments to PAGA Aggrieved Employees. Each PAGA Aggrieved Employee will receive an Individual PAGA Settlement Payment on a pro-rata basis representing that PAGA Aggrieved Employee's share of the Net PAGA Amount, calculated according to the number of workweeks worked during the PAGA Period ("PAGA Workweeks").

PAGA Aggrieved Employees will receive an Individual PAGA Settlement Payment regardless of whether they exclude themselves from the Class. If you are a PAGA Aggrieved Employee, the estimated amount of your share of the Individual PAGA Settlement Payment is indicated below. The value of each PAGA Workweek will be determined by dividing the Net PAGA Amount by the total number of PAGA Workweeks worked by all PAGA Aggrieved Employees

during the PAGA Period. Each PAGA Aggrieved Employee will receive an Individual PAGA Settlement Payment equal to the number of PAGA Workweeks they worked multiplied by the value of a PAGA Workweek.

To dispute your number of PAGA Workweeks or your Individual PAGA Settlement Payment, the procedure is the same as described above for Participating Class Members. The Net PAGA Amount will be available exclusively to pay PAGA Aggrieved Employees for settlement of the Released PAGA Claims (see Section VI, below). The Individual PAGA Settlement Payments will be allocated as penalties for which Form 1099s will be issued.

[IF CLASS MEMBER IS ALSO A PAGA AGGRIEVED EMPLOYEE] Your unique settlement share as a PAGA Aggrieved Employee is currently estimated to be \$<<EST PAGA SHARE>> based on the following amount of PAGA Workweeks: <<EST PAGA WORK WEEKS>>.

According to Plaintiff's calculations, the highest estimated recovery for Participating Class Members and PAGA Aggrieved Employees is \$XXX and the lowest estimated recovery is \$XXX.

VI. WHAT AM I RELEASING AS A PARTICIPATING CLASS MEMBER AND/OR PAGA AGGRIEVED EMPLOYEE?

After the Court's judgment is final and RSVC Company has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself, you cannot sue, continue to sue, or be part of any other lawsuit against RSVC and any of its past and/or present officers, directors, and employees for any of the Released Class Claims described below. To the extent required under applicable law, Participating Class Members who cash, deposit, or otherwise negotiate their Individual Settlement Award will be deemed to have opted-in to the Action for purposes of the release of Released Class Claims.

After the court's judgment is final, and RSVC has fully funded the Gross Settlement Amount, the LWDA and the Aggrieved Employees will be legally barred from asserting PAGA claims against RSVC Company and any of its past and/or present officers, directors, whether or not they exclude themselves from the Settlement. This means that Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against RSVC and any of its past and/or present officers, directors for any of the Released PAGA Claims described below.

Release by Plaintiff and Other Participating Class Members. Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, Defendant shall be entitled to, and each Settlement Class member not filing a timely exclusion shall be deemed to have released any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative First Amended Complaint in the Action or that could have been alleged based on the facts alleged in the First Amended Complaint in the Action, including but not limited to all claims, demands, rights, liabilities, and/or causes of action, of any and all claims that have been or could have been alleged or asserted in the operative pleading filed in the Action reasonably related to or arising out of the facts and theories alleged therein and in any related notices sent to the LWDA, during the Class Period (collectively, the "Released **Class** Claims"), including but not limited to claims under state, federal (such as the, Fair Labor Standards Act ("FLSA")) or local law including but not limited to claims for or based on any type of minimum, regular, overtime or other wages; any alleged failure to provide, authorize or permit compliant meal and rest periods; any alleged failure to pay any wages timely or at all during and/or upon termination of employment; any alleged failure to provide accurate, itemized wage statements; any alleged failure to reimburse business expenses; any alleged or actual failure to keep accurate records; any alleged or actual violations of Labor Code sections 1198 and 1199; any alleged or actual violations or Labor Code section 216; any alleged or actual failure to pay employees in compliance with Labor Code section 204; derivative violations of the California Unfair Competition Law and/or relief under PAGA; and any alleged or actual failure to pay interest or penalties owed as a result of any and all of the foregoing. The Released Class Claims specifically include, but are not

limited to, all claims arising under California Labor Code sections 201–204, 210, 216, 226, 226.7, 227.3, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802 or any other applicable state statute, rule and/or regulation (Wage Order). The Plaintiff and Participating Class Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released Class Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

The Class and each member of the Class who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for the Released Class Claims for any period during the Released Class Claims Period. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release of Released Class Claims and Released PAGA Claims, and such notice shall have the same force and effect as if the Agreement were executed by each Class Member. Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged, except as set forth herein. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

Release of PAGA Claims by PAGA Aggrieved Employees. Upon the Effective Date and only after the Gross Settlement Amount has been fully funded, Plaintiff, all PAGA Aggrieved Employees, and the State of California will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all claims for civil penalties pursuant to PAGA that are reasonably related to or arising out of the factual allegations in the operative pleading in the Action and/or Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period. The alleged violations under the Labor Code include Labor Code §§ 201, 203, 206, 226.7, 226(a), 510, 512, 551, 552, 1194, 1194.1, 1197, 1197.1, 1198, and 2802 and/or any other applicable state statute, rule and/or regulation (Wage Order). The Plaintiff and PAGA Aggrieved Employees will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released PAGA Claims, including but not limited to, statutory penalties, interest, attorneys’ fees, litigation costs, and any other available relief. This release shall extend to all such claims accrued during the PAGA Period. This release shall be binding on all PAGA Aggrieved Employees regardless of whether they submit a valid Request for Exclusion from the Class.

Plaintiff has also agreed to a separate general release of all claims, including a waiver of California Civil Code Section 1542, against Defendant.

VII. WHEN IS THE FINAL FAIRNESS HEARING?

A final approval hearing will be held before the Honorable Harold Hopp on <<DATE>> at <<TIME>>, to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501. The date and time of the final approval hearing is subject to change by the Court. Please check the Court’s website for updates ([Superior Court of California, County of Riverside](#)). **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, this Final Judgment will be posted on the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEBSITE>>.

VIII. WHAT ARE MY OPTIONS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the

procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims (As Stated Above) And Receive An Individual Settlement Award.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment after the Settlement has been finally approved by the Court. If you are also a PAGA Aggrieved Employee, you will also receive an Individual PAGA Settlement Payment from the 25% allocation of PAGA Penalties. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself From The Settlement.

If you do not wish to participate in or be bound by the Settlement, you must submit a written statement requesting to be excluded from the Class no more than forty-five (45) days after the date when this Notice was mailed to you ("Request for Exclusion"). An Exclusion Form is included with this Notice. Such a written Request for Exclusion should: (a) be signed by the Class Member; (b) contain the name, address and telephone number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the settlement; (d) be returned by fax or mail to the Settlement Administrator at the specific address and/or facsimile number; and be postmarked or faxed on or before [Response Deadline].

If you Request Exclusion, you will not receive any money from the Net Class Amount, nor will you be considered to have released any class claims alleged in this Lawsuit during the Released Class Claims Period (defined above), except for the release of Released PAGA Claims during the Released PAGA Claims Period (also defined above). To the extent that you were employed as an hourly, fieldworker employee during the PAGA Period (defined above), you will still receive an Individual PAGA Settlement Payment from the 25% allocation of PAGA Penalties representing settlement of penalties under the Private Attorneys General Act of 2004. Upon the date on which the Gross Settlement Amount has been fully paid by Defendant, you will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims that arose during the Released PAGA Claims Period (set forth herein). If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement (your share of the 25% allocation of PAGA Penalties, if you are a PAGA Aggrieved Employee under the Private Attorneys General Act, will still automatically be sent to you). You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

C. Option Three: You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the Class, you may object to the Settlement before final approval of the Settlement by the Court. If you choose to object to the Settlement, you may appear at the final approval hearing on your own behalf, or through an attorney that you hire and pay for yourself.

In order to object to the Settlement, or any portion of it, you must submit any such written objection to the Settlement Administrator no more than forty-five (45) days after the date when this Notice was mailed to you, by [Response Deadline]. The postmark date or fax timestamp will be the exclusive means by which the Settlement Administrator will determine whether a Notice of Objection is timely. The Notice of Objection should include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. A Notice of Objection Form is included with this Notice. Filing a Notice of Objection will not exclude you from the Settlement. If the Court grants final approval, you will still receive an Individual Settlement Award and will be barred from pursuing the Released Class Claims. **Do not file both an Objection and Request for Exclusion.** If you file both, you will be excluded from the Settlement and the Objection will not be considered.

IX. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

X. WHO CAN I CONTACT IF I NEED INFORMATION OR HAVE FURTHER QUESTIONS?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”) and Preliminary Approval Order. The Settlement Agreement (attached as Exhibit 1 to the Declaration of Daniel Srourian filed in support of Plaintiff’s Unopposed Motion for Preliminary Approval of the Class Action and PAGA Settlement filed on **XXXXXX**) and all other documents relating to the lawsuit are also available for inspection and/or copying at the Civil Records Office of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501. You may also access the Settlement Agreement and other matter documents online at online at: <http://www.public-access.riverside.courts.ca.gov/openaccess/civil>. Additional information is also available from Class Counsel, whose contact information is available in Section IV, or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

The court-appointed Administrator for this Settlement is as follows:

Brian Vickery v. RSVC Company

Simpluris, Inc.
[**ADDRESS**]

If you have questions, you may call the Settlement Administrator, toll free at [**Number**]. Ask about the *Brian Vickery v. RSVC Company* Settlement.

EXCLUSION FORM

**In the Matter of
Brian Vickery v. RSVC Company, Riverside County Superior Court, Case No. CVRI2300621**

**This is NOT a Claim Form. It EXCLUDES you from this Class Action Settlement.
DO NOT use this Form if you wish to participate in this Class Action Settlement.
If you exclude yourself, you will not receive a payment from the Class Action Settlement.**

Name of Class Member: _____

Address: _____

Telephone Number: _____

Last Four Digits off Social Security Number: _____

It is my decision not to participate in the class action settlement in *Brian Vickery v. RSVC Company*. I understand that by opting out of this Class Action Settlement, I will not be eligible to receive any Individual Settlement Award from the class action settlement. However, I will still receive an Individual PAGA Settlement Payment, if applicable, regardless of whether I exclude myself from the class action. I further understand that by opting-out, all personal representatives, spouses, and relatives who on account of a personal relationship to me might assert a claim for money will be deemed to have opted-out as well.

I confirm that I am and/or was employed as an hourly, fieldworker employee of RSVC Company within the State of California from February 7, 2019 through May 5, 2024. I confirm that I received and reviewed the Notice of Class and PAGA Settlement in this action. I have decided to be excluded and not to participate in the proposed settlement.

Date Signed

Signature of Class Member

This form must be postmarked to the Settlement Administrator, Simpluris, Inc., at the below address NO LATER THAN [Response Deadline], at the address below, or else you will lose your right to opt out.

Brian Vickery v. RSVC Company
Simpluris, Inc.
[ADDRESS]

NOTICE OF OBJECTION FORM

Brian Vickery v. RSVC Company, Riverside County Superior Court, Case No. CVRI2300621

Fill out this Notice of Objection Form *only if* you wish to object to the Settlement. If you have no objection to the Settlement, you do not have to do anything to receive Settlement benefits. Please note, *you cannot submit this Notice of Objection Form if you have or plan to submit a Request for Exclusion*. Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you wish stay in the Class. Excluding yourself is telling the court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

If you wish to object to the Settlement, fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than **[Response Deadline]**, or by returning it to the Settlement Administrator by fax no later than **[Response Deadline]**. Class Members who wish to object to the Settlement may appear at the Final Approval hearing to have their objection heard by the Court. Please attach copies of any papers, briefs, or other documents upon which your objection is based.

Brian Vickery v. RSVC Company
Simpluris, Inc.
[Settlement Administrator Address - City, State Zip, Telephone Number]

Please print legibly

Name (print): _____

Last Four Digits of Social Security# and/or Full Employee ID#: _____

Mailing Address: _____

City: _____ State: _____ Zip code: _____ Telephone#: _____

The Reasons for your Objection: _____

Date: _____

Signature