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Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

Coordination Proceeding Special Title (Rule 3.550) CLARK PEST CONTROL WAGE AND HOUR CASES Sorto v. Clark Pest Control of Stockton, Inc., et al. (Santa Clara Superior Court, No. 24CV428713) Silva v. Clark Pest Control, et al. (Stanislaus Superior Court, No. CV-23-007505	JCCP Case No: 5327 Assigned to the Hon. John R. Mayne as Coordination Trial Judge, Dept. 2 **DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** **<u>Hearing Information:</u>** Date: September 15, 2026 Time: 8:30 a.m. Dept.: 21

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto. I am the principal of Bokhour Law Group, P.C., counsel of record for named Plaintiffs Tao Silva ("Plaintiffs"). Along with co-counsel Falakassa Law, P.C. and Bibiyan Law Group, P.C., my firm represents Plaintiffs in their individual capacity, on behalf of the State of California as a private attorney general, and on behalf of other similarly situated aggrieved employees in this action against Clark Pest Control of Stockton, Inc. ("Defendant") (together with Plaintiffs, the "Parties").

2. I submit this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement pursuant to the Private Attorneys General Act of 2004 ("Plaintiffs' Motion").

EXPERIENCE OF COUNSEL

3. I graduated from the University of California, Berkeley in 2007 with a Bachelor of Arts in Political Science. I received my Juris Doctor from Loyola Law School, Los Angeles in 2012 and was admitted to the California State Bar in December of that year.

4. I began my legal career focusing on Plaintiffs-side employment litigation, with an emphasis on disability discrimination and harassment claims under the California Fair Employment and Housing Act ("FEHA"). In 2014, after several years of practice, I founded my own law firm dedicated to representing employees in unpaid wages, discrimination, harassment, and retaliation matters.

5. I am an active member of the California Employment Lawyers Association ("CELA") and have participated in numerous Continuing Legal Education courses focused on advocacy for employees.

6. I have been recognized as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" in 2023through 2026—an honor awarded to no more than 2.5% of attorneys in the field. I have also been recognized by *TopVerdicts.com* for achieving several of the top wage-and-hour class and PAGA action settlements in California.

7. I am admitted to practice before all courts of the State of California as well as the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California. I have litigated numerous class and representative actions under the Private Attorneys General Act ("PAGA") in courts throughout the state.

8. In addition to the present case, I have served as counsel in numerous wage-and-hour class and PAGA representative actions. I have substantial experience litigating complex employment matters and have devoted the majority of my practice to California wage-and-hour class and PAGA actions on behalf of employees. My firm possesses the experience, resources, and commitment necessary to provide effective and adequate representation as Plaintiffs' Counsel. Currently, my firm serves as counsel in more than twenty-five wage-and-hour class and/or PAGA actions and as co-counsel in at least twenty additional such matters. I am well-versed in evaluating PAGA claims and assessing the viability of potential defenses.

9. Plaintiffs' operative claims are brought on behalf of all non-exempt employees who worked for Defendant in California between November 16, 2022, through the date of Court approval of the Settlement.

10. Defendant failed to properly calculate and pay overtime and sick time wages to Plaintiffs and the Aggrieved Employees due to alternative workweek schedules, and/or violations of the regular rate of pay requirements.

11. Plaintiffs and the Aggrieved Employees were denied compliant meal and rest periods, as a result of Defendant's policies, practices, and operational requirements.

12. Defendant failed to reimburse necessary business expenses, failed to timely pay wages, failed to pay timely wages at separation, and issued inaccurate itemized wage statements or otherwise failed to maintain records, thereby incurring civil penalties under PAGA.

13. Following formal and informal discovery—including the exchange and review of workplace policies, a sampling of time and payroll data, and an exposure analysis based on the Aggrieved Employees' pay periods—the Parties participated in private mediation before Julie Young, Esq., an experienced wage-and-hour and employment mediator.

14. Defendant Clark Pest Control of Stockton, Inc. provides pest control services to customers throughout California. Plaintiffs Tao Silva and Nelson Sorto worked for Defendant as nonexempt service technicians during the relevant period. Their duties included traveling to customer locations, identifying pest conditions, and applying appropriate treatments. Silva worked for Defendant from approximately November 1, 2021, through September 12, 2023, and Sorto worked for Defendant from approximately March 2011 through August 2023.

15. Plaintiffs allege that Defendant maintained policies and practices that resulted in Labor Code violations affecting Plaintiffs and other Aggrieved Employees. Among other things, Plaintiffs allege that Defendant failed to compensate Aggrieved Employees for all time worked, including time spent completing tasks before clocking in, preparing required protective equipment, traveling to customer appointments, obtaining chemicals, responding to work calls, scheduling assignments, and completing training. Plaintiffs further allege that Defendant failed to provide compliant meal and rest periods or pay all required premiums, failed to calculate overtime and premium wages using the correct regular rate of pay, failed to reimburse necessary business expenses, failed to provide accurate itemized wage statements and maintain required records, and failed to timely pay all wages during employment and upon separation.

16. Pursuant to Labor Code section 2699.3, Plaintiffs submitted written notices of the alleged Labor Code violations to Defendant and the Labor and Workforce Development Agency ("LWDA"). Sorto submitted his initial PAGA Notice on October 24, 2023. Silva likewise submitted a PAGA Notice before commencing his representative action.

17. The Silva and Sorto actions were thereafter coordinated in Stanislaus County Superior Court as Judicial Council Coordination Proceeding No. 5327, *Clark Pest Control Wage and Hour Cases*. Under the Settlement, the Action includes the Silva action, the Sorto action, the coordinated proceeding, and the Sorto arbitration. The Settlement defines the Aggrieved Employees as all nonexempt hourly employees who worked for Defendant in California at any time during the PAGA Period, which extends from November 16, 2022, through the date the Court approves the Settlement.

18. During the litigation, the Parties engaged in substantial investigation and formal and

informal discovery. The Parties analyzed Defendant's payroll, timekeeping, personnel, and employment records and evaluated the alleged Labor Code violations, Defendant's defenses, the potential PAGA exposure, and the penalties that might be recovered if the Action proceeded through adjudication. Defendant denies Plaintiffs' allegations, denies that it violated the Labor Code, and denies that it is liable for any civil penalties.

19. On April 2, 2026, the Parties participated in a full day mediation before Julie Young, Esq., an experienced wage and hour mediator. Following arm's length negotiations and continued settlement discussions, the Parties executed a Memorandum of Understanding memorializing the material terms of the Settlement. The Parties thereafter negotiated and executed the formal Settlement now presented for the Court's approval.

20. Attached hereto as **Exhibit "A"** is a true and correct copy of Plaintiffs' letter to the LWDA.

21. Attached hereto as **Exhibit B** is a true and correct copy of the fully executed PAGA Settlement Agreement.

22. Based upon my experience and after factoring in the risks explained below, I believe that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I believe that the PAGA Settlement Agreement (the "Settlement Agreement" and/or the "Settlement") should be approved.

23. This experience helps assess the reasonableness of settlements such as the one at issue here. Based on my years of experience representing Plaintiffs in wage and hour cases, including PAGA representative and class actions, the Settlement herein is fair, adequate, and reasonable under the facts and law applicable to this case.

SETTLEMENT CONSIDERATIONS

24. I have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

25. In evaluating the fairness and reasonableness of this proposed Settlement, my co-counsel and I had to consider both the potential maximum and Defendant's various defenses. This is significant because in a PAGA action, the Court has the same discretion "to assess a civil

penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified by PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2). Such considerations include Defendant's defenses to the alleged claims.

26. In the end, Defendant urged that the trial court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiffs' claims. As a result, Plaintiffs' Counsel made appropriate discounts for the associated risks.

27. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
Gross Settlement Amount	$794,291
PAGA Counsel Fees Payment	$264,763.66
PAGA Counsel Litigation Expenses Payment	$34,817.21
Administration Expenses Payment	$11,000.00
Plaintiffs' Service Awards	$10,000.00
PAGA Fund	**$473,710.13**
75% to the LWDA	$355,282.59
25% to Aggrieved Employees	$118,427.53

28. As such, the LWDA will receive approximately $355,282.59 (75 percent of the PAGA Fund) and the Aggrieved Employees will collectively receive approximately $118,427.53 (25 percent of the PAGA Fund), which will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period. The average payment to the Aggrieved Employees is approximately $57.

29. Plaintiffs calculated baseline potential exposure of approximately $7,574,800 by applying a $100 penalty to approximately 75,748 PAGA Pay Periods.

THE ATTORNEYS' FEES AND LITIGATION COSTS REQUESTED

30. Moreover, as part of the Settlement, the Parties have agreed that Plaintiffs will request a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross Settlement Amount. Here, Plaintiffs' Counsel is seeking one-third of the Gross Settlement Amount,

thus $264,763.66, subject to court approval, plus actual litigation costs for $34,817.21.

31. This request is fair, reasonable, and adequate to compensate Plaintiffs' Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. Additionally, it is consistent with the contingency-fee agreement entered into by the named Plaintiffs. The attorneys' fees award is intended to reimburse Plaintiffs' Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement, communicating with Aggrieved Employees regarding their Individual PAGA Payment checks, and communicating with the Settlement Administrator regarding the administration of the Settlement, if it is approved.

32. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved, or one bad case can destroy years of work. Accordingly, when we take contingent cases, we anticipate that, if successful, we will receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours a day is limited. Because of this, when we take on one particular matter, we cannot take on other matters. When my firm became involved in this case, we realized the time commitment it would entail and were forced to turn down matters we otherwise should have been able to handle.

33. The requested attorneys' fees are reasonable for the services provided to the LWDA and the Aggrieved Employees and for the benefits they are to receive.

34. Moreover, the case involved significant risks of non-payment of attorneys' fees and non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiffs did not prevail. California courts consider the risks counsel takes in litigating a case where they may not prevail on the merits in granting attorney's fee awards. (See *Graham v. Daimler Chrysler Corp.* (2004) 34 Cal.4th 553, 583.)

35. The actual aggregated lodestar between the attorneys who worked on this case is $468,500. This results in a negative multiplier of approximately 0.56, demonstrating that the requested fee is justified, reasonable, and appropriate. The total lodestar is summarized in the

following table:

Lodestar Summary

Attorney	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	$750	65[1]	$48,750
Joshua Falakassa	$725	36	$26,100
David Bibiyan	$1,200	6.7	$8,040
Sarah Cohen	$1,000	175.6	$175,600
Vedang J. Patel	$900	11.2	$10,800
Rafael Yedoyan	$600	84.1	$50,460
Michael Braud	$500	297.5	$148,750
		TOTAL	$468,500

36. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs signed a fee split agreement that provides fees will be allocated between Class Counsel as follows: thirty percent (30%) to the Bokhour Law Group, P.C., thirty percent (30%) to Falakassa Law, P.C., and forty percent (40%) Bibiyan Law Group, P.C.

37. The actual litigation costs incurred in this case by Plaintiffs' Counsel to date amount to $23,583.45 expended by Bokhour Law Group, P.C.

38. Attached hereto as **Exhibit "C"** is an itemized list of my firm's expenses.

39. Based on my years of experience representing Plaintiffs in wage and hour matters—including both PAGA representative actions and class actions—I believe the Parties' proposed settlement is fair, adequate, and reasonable in light of the applicable facts and law.

40. Pursuant to Labor Code § 2699(l)(2), the proposed settlement has been submitted to the Labor and Workforce Development Agency. A true and correct copy of the confirmation of this submission is attached hereto as **Exhibit "D"**.

41. I have no affiliation with, financial interest in, or other relationship with the proposed cy pres recipient. I have not received, and do not expect to receive, any direct or indirect

[1] Includes an estimated 10 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

benefit from the proposed cy pres award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 21st day of August 2026, at Los Angeles, California.

Mehrdad Bokhour, Esq.

EXHIBIT “A”

BOKHOUR
LAW GROUP

MEHRDAD BOKHOUR
Attorney at Law

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Los Angeles | California 90067

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October 13, 2023

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

CLARK PEST CONTROL, INC.
555 N GUILD AVE,
LODI, CA 95240

CLARK PEST CONTROL OF STOCKTON, INC.
555 N GUILD AVE.
LODI, CA 95240

Re: *Tao Silva v. Clark Pest Control, Inc.*
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office, along with Falakassa Law, P.C., represent Tao Silva (hereinafter "Mr. Silva") and a proposed group of current and former non-exempt employees working for Clark Pest Control, Inc. (hereinafter "Clark Pest Control") and any of its affiliated, predecessor and/or merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1199, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee made payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online and a copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Mr. Silva wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the following group of "aggrieved employees":

> All current and former non-exempt employees who work or worked for Clark Pest Control LLC, in California, during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

Clark Pest Control is one of the largest pest control companies in the United States, and the biggest in the west. They offer a wide variety of pest control, termite control, weed control,

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and lawn and garden services. Mr. Silva was employed by Clark Pest Control as a non-exempt employee with the title of "Service Technician" beginning on November 1, 2021, until his separation from employment on September 12, 2023. Mr. Silva and other aggrieved employees (including, Termite Repair Technician, Home Wellness Sales Inspector, Carpenter, Pest Control Technician, Receiving/Delivery Driver, and all other non-exempt positions) were responsible for all aspects of Clark Pest Control's business in the State of California.

At all relevant times, Mr. Silva and other aggrieved employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Mr. Silva alleges that other aggrieved employees were also subjected to the same policies, procedures, and practices, working conditions, and corresponding wage and hour violations to which she was subjected during her employment.

First, at all relevant times, Mr. Silva and other aggrieved employees worked regular shifts that lasted longer than 8.0 hours in a workday and resulted aggrieved employees regularly working more than 40 hours in a workweek. However, Mr. Silva and other aggrieved employees were not properly paid at the correct overtime rate for all overtime hours worked due to Clark Pest Control's uniform failure to include all forms of compensation/renumeration, including, but not limited to, commissions, incentives, bonuses, and all other forms of renumeration in calculating the "regular rate of pay" for purposes of overtime compensation.

Under the California Labor Code (as well as the FLSA), courts have held that regularly paid non-discretionary Shift Premium Pay/Bonuses must be included in determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana Corp*. 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc*. 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under California and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-Reynolds Hardwood Co*. (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an actual fact. Once the parties have decided upon the amount of wages and the mode of payment the determination of the regular rate becomes a matter of mathematical computation, the result of which is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110 ("production bonus") and 778.111 ("piece-rate").)

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0) hours worked on the seventh consecutive day, no less than one and one-half times (11/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0) hours in any workday or more than 40.0 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By their policy of requiring aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate of one-half (11/2) their regular rate of pay, Clark Pest Control willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Based on the foregoing Labor Code violations, Mr. Silva seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Furthermore, at all relevant times, Clark Pest Control also failed in its obligation to provide Mr. Silva and other aggrieved employees the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code §246(i) requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

Here, at all relevant times, Clark Pest Control failed in its obligation to provide Mr. Silva and other aggrieved employees the legally required paid sick days at the legal rate, including all forms of compensation, pursuant to Labor Code §§ 246(a),(b). As such, Clark Pest Control paid sick time below his base rate of pay, rather than the "regular rate of pay" as required by Labor Code §§ 246(l)(1-2). Based on the foregoing Labor Code violations, Mr. Silva seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Furthermore, at all relevant times, Mr. Silva and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to Clark Pest Control's uniform meal period policies/practices, operational requirements, and work demands, Mr. Silva and other aggrieved employees were often unable to take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work. In addition, Mr. Silva and other aggrieved employees were often unable to take a second 30 minute uninterrupted and meal periods before the tenth hour of work for shifts in excess of 10.0 hours.

For each missed or non-compliant meal period, Clark Pest Control failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7.

Accordingly, due to Clark Pest Control's uniform meal period practices, Mr. Silva and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders, and are entitled to penalties under Labor Code § 2698 *et seq*.

Moreover, at all relevant times, Mr. Silva and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due to Clark Pest Control's uniform rest period policies/practices, operational requirements and work demands. As a result, Mr. Silva and other aggrieved employees were and are often unable to take a net 10-minute duty free rest periods for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours, and a third rest period for shifts in excess of 10 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, Clark Pest Control failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employers' assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id*. at 273. Each time Mr. Silva and other aggrieved employees were unable to take a compliant rest period, Clark Pest Control failed and continues to fail to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to Clark Pest Control's uniform rest period policies/practices and work demands, Mr. Silva and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq*.

As a result of Clark Pest Control's failure to pay Mr. Silva and other aggrieved employees for all hours they were subject to the control of Clark Pest Control, including all, overtime, sick pay wages, and Clark Pest Control's failure to pay for meal and rest period premiums at the "regular rate of pay," Clark Pest Control issued wage statements which failed to accurately identify the gross wages earned, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

Thus, for the violations of Labor Code section 226 described above, Mr. Silva and other aggrieved employees may also recover Labor Code § 226.3 penalties for Clark Pest Control's violations of Labor Code § 226(a). Consequently, because Clark Pest Control failed to comply with Labor Code § 226(a), Mr. Silva and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) and/or 2698 *et seq*.

Finally, because of, Clark Pest Control's failure to pay all, overtime, sick pay wages, and meal and rest period premiums at the "regular rate of pay," Clark Pest Control also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 and/or 2698 et seq.

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Mr. Silva may thereafter pursue his interests and the interests of similarly aggrieved employees with a civil complaint against Clark Pest Control for its violations of the California Labor Code and applicable Wage Orders.

While it is our intent to pursue a PAGA representative and/or Class Action lawsuit against Clark Pest Control for unpaid wages and civil penalties under Labor Code § 2699, it is our firms' policy to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If Clark Pest Control is interested in attempting to resolve this matter, please contact me or have your lawyer contact our office so that we can discuss an informal discovery plan and the possibility of early mediation on or before **December 13, 2023**.

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.

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October 26, 2023

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter of Nelson Sorto on Behalf of Himself and Aggrieved Employees Under California Labor section 2699.3*

Employer:

Clark Pest Control of Stockton, Inc. 2170 Piedmont Road NE Atlanta, GA 30324	Larry Bragg 2030 Fortune Dr # 100 San Jose, CA 95131

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Nelson Sorto ("Employee") employment with Employee's former employers: Clark Pest Control of Stockton, Inc. Employee was employed as a non-exempt employee of Clark Pest Control of Stockton, Inc. at, without limitation, 2030 Fortune Dr # 100, San Jose, CA 95131, with duties that included, but were not limited to, pest control services, client communication services, equipment transport for service calls, item inventories, cleaning services, and filing documents and/or reports from approximately March 10, 2011 to present. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Clark Pest Control of Stockton, Inc., and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Employer"). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section

110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase and use of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated

Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

Michael E. Braud, Esq.

cc: Clark Pest Control of Stockton, Inc. (via U.S. Certified Mail, Return Receipt Requested)
cc: Larry Bragg (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT “B”

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Tao Silva and Nelson Sorto ("Plaintiffs") and Defendant Clark Pest Control of Stockton, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties" or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means the coordinated representative actions and arbitration comprising: (a) *Tao Silva v. Clark Pest Control, Inc., et al.*, Stanislaus County Superior Court Case No. CV-23-007505; (b) *Nelson Sorto v. Clark Pest Control of Stockton, Inc., Larry Bragg, et al.*, Santa Clara County Superior Court Case No. 24CV428713; (c) Judicial Council Coordination Proceeding No. 5327, *Clark Pest Control Wage and Hour Cases*; and (d) the arbitration styled *Nelson Sorto v. Clark Pest Control of Stockton, Inc.*, American Arbitration Association ("AAA") Case No. 01-25-0003-3478.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employees" means all non-exempt hourly employees who worked for Defendant in California at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Stanislaus County Superior Court of California assigned to Judicial Council Coordination Proceeding No. 5327, *Clark Pest Control Wage and Hour Cases*, and any successor court exercising jurisdiction over the Settlement.

1.8. "Defense Counsel" means Simpson, Garrity, Innes & Jacuzzi, P.C., including Marc L. Jacuzzi and Nancy L. McCoy, and any other attorneys appearing on behalf of Defendant.

1.9. "Effective Date" means the date by which the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10. "Gross Settlement Amount" means $794,291.00, which is the maximum amount Defendant agrees to pay under this Settlement, subject only to the Escalator Provision set forth herein in Paragraph 8. The Gross Settlement Amount includes all amounts payable under this Settlement, including attorneys' fees, litigation costs, administration costs, Plaintiffs' Service Awards, payments to Aggrieved Employees, and payments to the LWDA.

1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (m).

1.14. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.15. "Net Settlement Amount" means the Gross Settlement Amount less the Court approved Administration Expenses Payment, LWDA PAGA Payment, Plaintiffs' Service Awards, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Mehrdad Bokhour, Joshua S. Falakassa, David Bibiyan, Rafael Yedoyan, and Austin Reid, and their respective law firms.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from November 16, 2022, through the date of Court approval of the Settlement.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.21. "PAGA Notices" means the notices submitted by Plaintiffs to the LWDA pursuant to Labor Code section 2699.3.

1.22. "PAGA Penalties" means the total net amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.23. "Plaintiffs" means Tao Silva and Nelson Sorto, the named Plaintiffs in the Action.

1.24. "Plaintiffs' Service Awards" means the service awards paid to Plaintiffs for serving as the named Plaintiffs in this matter, subject to the approval of the Court.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs and Aggrieved Employees as described in Paragraph 5 below.

1.27. "Released Parties" means Clark Pest Control of Stockton, Inc., and each of its current and former parent companies (including but not limited to Rollins, Inc.), subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, agents, attorneys, insurers, benefit plans, administrators, and representatives, and Larry Bragg.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Defendant" means Clark Pest Control of Stockton, Inc., the named Defendant in the Action.

2. RECITALS.

2.1. Representative Plaintiff Tao Silva submitted a notice to the LWDA pursuant to Labor Code section 2699.3 and thereafter commenced a representative action asserting claims for civil penalties under PAGA in the Superior Court of California, County of Stanislaus, captioned *Tao Silva v. Clark Pest Control, Inc., et al.*, Case No. CV-23-007505 (the "Silva Action").

2.2. Representative Plaintiff Nelson Sorto submitted a notice to the LWDA pursuant to Labor Code section 2699.3 and thereafter commenced a representative action asserting claims for civil penalties under PAGA in the Superior Court of California, County of Santa Clara, captioned *Nelson Sorto v. Clark Pest Control of Stockton, Inc., Larry Bragg, et al.*, Case No. 24CV428713 (the "Sorto Action"). Plaintiff Nelson Sorto also submitted a complaint in arbitration regarding his individual wage and hour claims, AAA Case No. 01-25-0003-3478 ("Sorto Arbitration Action).

2.3. The Parties thereafter participated in coordination proceedings, resulting in the creation of Judicial Council Coordination Proceeding No. 5327, entitled *Clark Pest Control Wage and Hour Cases*, for purposes of coordinating the Silva Action and the Sorto Action.

2.4. The Parties engaged in substantial investigation, informal discovery, formal discovery, and analysis of payroll, timekeeping, personnel, and employment data, including analysis of alleged PAGA exposure, defenses, and potential recoverable penalties.

2.5. Defendant denies all allegations asserted in the Action, denies any violation of the Labor Code, denies liability for civil penalties, and contends that it has fully complied with all applicable wage and hour laws. Defendant nevertheless desires to resolve the Action in order to avoid the uncertainty, burden, expense, and distraction associated with continued litigation.

2.6. On April 2, 2026, the Parties participated in a full-day mediation before Julie Young, Esq., an experienced wage and hour mediator. Following arm's-length negotiations and ongoing settlement discussions, the Parties entered into a Memorandum of Understanding setting forth the material terms of a settlement and thereafter agreed to memorialize those terms in this Agreement.

2.7. The Parties believe this Settlement is fair, adequate, reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risks, costs, delays, and uncertainties associated with continued litigation and arbitration.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Defendant agrees to pay a maximum Gross Settlement Amount of Seven Hundred Ninety-Four Thousand Two Hundred Ninety-One Dollars and Zero Cents ($794,291.00) in full settlement of the Released PAGA Claims. The Gross Settlement Amount includes all amounts payable under this Settlement, including, without limitation, the LWDA PAGA Payment, Individual PAGA Payments, Plaintiffs' Service Awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment. None of the Gross Settlement Amount shall revert to Defendant. The Administrator shall distribute the Gross Settlement Amount without requiring Aggrieved Employees to submit claim forms or otherwise take any action to receive payment.

3.2. Payments from the Gross Settlement Amount. The Administrator shall pay and deduct the following amounts from the Gross Settlement Amount in the amounts approved by the Court:

3.2.1. To PAGA Counsel: To PAGA Counsel: a PAGA Counsel Fees Payment not to exceed $268,716.03, representing one third of the Gross Settlement Amount, and a PAGA Counsel Litigation Expenses Payment not to exceed $35,000.00. Defendant will not oppose requests for Court approval of these payments, provided they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment using one or more IRS Form 1099s. Released Parties shall have no liability or responsibility for any dispute, claim, or controversy between or among Plaintiffs' counsel or any other person or entity regarding the allocation, division, apportionment, or distribution of any attorneys' fees and/or litigation expenses approved by the Court and paid pursuant to this Agreement. Any such dispute shall be resolved solely among the persons or entities asserting such claims and shall not delay or otherwise affect Defendant's payment obligations under this Agreement.

3.2.2. To Plaintiffs: Plaintiffs shall seek Court approval of the following Plaintiffs' Service Awards: (a) $5,000.00 to Tao Silva; and (b) $5,000.00 to Nelson Sorto. The Plaintiffs' Service Awards are intended to compensate Plaintiffs for their efforts in investigating, prosecuting, and assisting in the resolution of the Action. If the Court approves less than the requested Plaintiffs' Service Awards, any reduction shall remain part of the Net Settlement Amount and shall be distributed as additional PAGA penalties pursuant to this Agreement. Any reduction of the requested Service Awards shall not provide grounds for rescission or termination of this Settlement. The Administrator shall report the Service Awards on IRS Form 1099.

3.2.3. To the Administrator: The Administrator shall be paid an Administration Expenses Payment not to exceed $11,000.00, subject to Court approval. To the extent the Administrator's actual fees are less than $11,000.00, or the Court approves a lesser amount, the difference shall remain in the Net Settlement Amount and shall be distributed pursuant to this Agreement.

3.2.4. To the LWDA and Aggrieved Employees: After deduction of the Court approved payments described above, the remaining Settlement funds shall constitute PAGA

Penalties. Seventy-five percent (75%) of the PAGA Penalties shall be paid to the LWDA as the LWDA PAGA Payment. Twenty-five percent (25%) of the PAGA Penalties shall be distributed to Aggrieved Employees as Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based upon Defendant's review of its records, the Parties estimate that Aggrieved Employees worked approximately 75,748 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fourteen (14) court days of the Effective Date of this Agreement, Defendant shall make its best good faith attempt to provide the Aggrieved Employee Data to the Administrator, which shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document, with the following information for each Aggrieved Employee: his/her full name; social security number, if available; last known address, if available; last known telephone number, if available; and number of PAGA Pay Periods for each Aggrieved Employee. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omits employee-identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, Plaintiffs and Defendant and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the total Gross Settlement Amount within thirty (30) calendar days after final Court approval of the settlement and the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for Plaintiffs' Service Awards, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the

Plaintiffs' Service Awards, Administration Expenses Payment, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the mailing date) on which the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. Within ten (10) days of receiving a returned check, the Administrator must skip trace and re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, upon the Aggrieved Employee's request prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check remains uncashed and is canceled after the void date, the Administrator shall transmit the funds represented by such checks to the selected cy pres recipient: Central California Legal Services, Inc. ("CCLS")

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, the Aggrieved Employees and the State of California (LWDA) will release claims against all Released Parties as follows:

5.1. Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising during their employment, including, but not limited to: (a) all individual claims that were, or reasonably could have been, alleged, based on the facts contained in the operative complaints as amended in the Silva Action, Sorto Action or the Sorto Arbitration Action, the PAGA Notice ("Plaintiffs' General Release"). Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs'

General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Plaintiffs, Aggrieved Employees and the State of California (LWDA). Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California, and all Aggrieved Employees shall fully release, discharge, and forever waive against the Released Parties all claims for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code sections 2698 et seq., that were asserted in, could have been asserted in, or reasonably arise from the facts, theories, transactions, events, policies, practices, or conduct alleged in: (a) the PAGA Notices; (b) the Silva Action; (c) the Sorto Action; and (d) Judicial Council Coordination Proceeding No. 5327, Clark Pest Control Wage and Hour Cases; and (e) Any amendment, supplement, pleading, discovery response, investigation, or disclosure relating to the foregoing. The Released PAGA Claims include, without limitation, claims for PAGA penalties predicated upon alleged violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1197.1, 1197.5(k), 1199, 2802, 2810.5, 2698 through 2699.8, applicable Industrial Welfare Commission Wage Orders, and any derivative claim for PAGA penalties arising from the facts alleged in the PAGA Notices and operative pleadings.

5.3. The Released PAGA Claims are limited exclusively to claims for civil penalties recoverable under PAGA and do not release any individual claims belonging to Aggrieved Employees other than Plaintiffs

6. **MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree that PAGA Counsel will subsequently draft and file a motion for approval of this Settlement, including the notice to be provided to the Aggrieved Employees. The Parties will jointly seek to immediately vacate or stay all dates in the Action pending the Court's approval of the Settlement and will seek a date for the hearing on the motion to approve this Settlement as soon as possible.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (s)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA

Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd. (a)), operative complaints in the Silva Action and the Sorto Action (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel will provide Defense Counsel with a draft motion for approval at least ten (10) court days before any filing deadline or anticipated filing date. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising from prior experience administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to provide reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Defendant represents that there are no more than 75,748 pay periods worked during the PAGA Period. In the event the number of pay periods during the PAGA Period increases by more than 10% (or by 7,574.80 pay periods), the GSA shall be increased proportionally by the pay periods in excess of 75,748, multiplied by the pay period value. The pay period value shall be calculated by dividing the GSA by 75,748. The Parties agree that the pay period value amounts to $10.49 per pay period ($794,291 / 75,748 pay periods). Thus, for example, if there are 87,110 pay periods in the PAGA Period, the GSA shall be increased by $119,187.38. (87,110 pay periods – 75,748 pay periods x $10.49/pay period.)

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. To the extent permitted by law and provided the Judgment is substantially consistent with the material terms of this Agreement, the Parties waive any right to appeal the Judgment. Notwithstanding the foregoing, either Party may seek appellate review of any order or judgment that materially modifies the economic terms of the Settlement, the scope of the releases, or any other material provision of this Agreement. Nothing in this paragraph shall be construed to waive any Party's right to oppose any motion, writ, or appeal filed by any non-party.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims release, Defendant, at its option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and, upon reaching an agreement, submit a revised agreement to the Court.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Mehrdad Bokhour *mehrdad@bokhouralw.com* Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 310-975-1493	Joshua Falakassa *josh@falakassalaw.com* Falakassa Law, PC 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 818-456-6168
David Bibiyan david@tomorrowlaw.com Bibiyan Law Group, P.C. 1460 Westwood Boulevard Los Angeles, California 90024 310-438-5555	

To Defendant:

Marc L. Jacuzzi, Esq. *mjacuzzi@sgjilaw.com* Nancy L. McCoy, Esq. *nmccoy@sgjilaw.com* Simpson, Garrity, Innes & Jacuzzi, P.C. 2175 North California Boulevard, Suite 424 Walnut Creek, California 94596 925-322-8889

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or by email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts, and each of them, will be deemed to be one and the same instrument if counsel for the Parties exchange signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

//

AGREED BY THE PARTIES

The Parties hereby execute and agree to the terms of this Agreement.

Plaintiff Tao Silva

Dated: 7/23/2026, 2026

Signed by:
A3B08085CA484AE
Tao Silva

Plaintiff Nelson Sorto

Dated: 07/27/2026, 2026

Nelson Sorto
Nelson Sorto

Defendant Clark Pest Control of Stockton, Inc.

Dated: 7/29, 2026

Heather Miller
Its: Vice President, People Operations & Development

AGREED AS TO FORM BY COUNSEL

FALAKASSA LAW, P.C.

Dated: 7/22/2026, 2026

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C
Joshua S. Falakassa, Esq.
Counsel for Plaintiff Tao Silva and the Aggrieved Employees

BOKHOUR LAW GROUP, P.C.

Dated: 7/22/2026, 2026

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F
Mehrdad Bokhour, Esq.
Counsel for Plaintiff Tao Silva and the Aggrieved Employees

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan

Dated: 07/27/2026, 2026

David Bibiyan, Esq./Rafael Yedoyan, Esq./Austin Reid, Esq.
Counsel for Plaintiff Nelson Sorto and the Aggrieved Employees

SIMPSON, GARRITY, INNES & JACUZZI, P.C.

Dated: 7/29, 2026

Marc Jacuzzi, Esq./Nancy L. McCoy, Esq.
Counsel for Defendant Clark Pest Control of Stockton, Inc.

EXHIBIT “C”

Bokhour Law Group, P.C.

INVOICE

1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

Invoice # 3
Date: 08/19/2026
Due On: 09/18/2026

Tao Silva

00381-Silva

T. Silvia v. Clark Pest Control

Type	Date	Notes	Quantity	Rate	Total
Expense	10/24/2023	Attorney Service Fee: Filing of S&C - 5477891	1.00	$1,505.65	$1,505.65
Expense	10/24/2023	Attorney Service Fee: Service of Process re SC to Clark Pest Control - 5483640	1.00	$113.50	$113.50
Expense	10/24/2023	Attorney Service Fee: Service of Process re SC to Clark Pest of Stockton - Control - 5483642	1.00	$82.00	$82.00
Expense	11/01/2023	Attorney Service Fee: Filing of Proof of Service - 5487389	1.00	$13.10	$13.10
Expense	12/26/2023	Attorney Service Fee: Filing of PAGA Complaint - 5554410	1.00	$1,505.35	$1,505.35
Expense	01/02/2024	Attorney Service Fee: Filing of Request for Dismissal - 5548165	1.00	$13.10	$13.10
Expense	01/24/2024	Attorney Service Fee: Filing of NAR - 5582664	1.00	$15.55	$15.55
Expense	05/02/2024	Attorney Service Fee: E-Service of Request for Dismissal - 5714563	1.00	$8.75	$8.75
Expense	05/10/2024	Attorney Service Fee: Filing of Request for Dismissal - 5714558	1.00	$15.70	$15.70
Expense	10/29/2024	Miscellaneous: Remote Appearance Fee - 10/30 CMC	1.00	$37.35	$37.35
Expense	03/24/2025	Miscellaneous: ILYM Group Invoice re BelAire Notice	1.00	$783.92	$783.92
Expense	10/02/2025	Attorney Service Fee: Depo Transcript Fee - Depo of Heather Miller - PMQ - Invoice No. 134477	1.00	$5,759.90	$5,759.90
Expense	10/02/2025	Attorney Service Fee: Depo Transcript Fee - Video Servies re Depo of Heather Miller PMQ - Invoice No. 134480	1.00	$1,970.00	$1,970.00

Expense	10/21/2025	Attorney Service Fee: Original Transcript of Elizabeth Victor-Martinez, PMQ: Clark Pest Control of Stockton, Inc. - Invoice No. 135407	1.00	$3,707.80	$3,707.80
Expense	10/21/2025	Attorney Service Fee: Video Service: Elizabeth Victor-Martinez, PMQ: Clark Pest Control of Stockton, Inc. - Invoice No. 135408	1.00	$1,400.00	$1,400.00
Expense	04/16/2026	Miscellaneous: Expert Fee - Berger Consulting - Invoice No. 17871-2	1.00	$3,933.00	$3,933.00
Expense	05/12/2026	Attorney Service Fee: Filing and Service of Notice of Settlement - Control No. 17760608	1.00	$148.50	$148.50
Expense	06/02/2026	Attorney Service Fee: Filing of Notice of Settlement - Control No. 17775630	1.00	$159.25	$159.25
Expense	07/27/2026	Attorney Service Fee: E-Service re Stip to Continue Hearing - Control No. 17854874	1.00	$12.00	$12.00
Expense	08/05/2026	Attorney Service Fee: Filing of Stipulation to Continue Hearing - Control No. 17854849	1.00	$40.75	$40.75
				Total	**$21,225.17**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3	09/18/2026	$21,225.17	$0.00	$21,225.17
			Outstanding Balance	**$21,225.17**
			Total Amount Outstanding	**$21,225.17**

Please make all amounts payable to: Bokhour Law Group, P.C.

Please pay within 30 days.

EXHIBIT “D”