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.

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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.

Dated: 07/27/2026, 2026

David D. Bibiyan

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.