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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISAIAH MORALES, an individual, JOSE SMITH, an individual on behalf of themselves and others similarly situated, Plaintiffs, vs. CERTUS PEST, INC., a Delaware stock corporation; GOPHER PATROL, a California business entity form unknown; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV11212 CLASS ACTION Assigned for All Purposes To: Hon. Theresa M. Traber **DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: January 14, 2026 Time: 10:30 a.m. Dept.: 1 Complaint Filed: May 3, 2024 FAC Filed: July 9, 2024 SAC Filed: May 8, 2025 Trial Date: None Set

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DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

I, Marta Manus, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for the Plaintiff Isaiah Morales and have personal knowledge of the facts herein. If called as a witness, I could and would competently testify thereto.

I. PROCEDURAL HISTORY

2. On April 23, 2024, Named Plaintiff Jose Smith filed a class action complaint in Riverside County Superior Court against named defendants Certus Pest, Inc. and Purcor Pest Control, Case No. CVRI2402328, with seven causes of action entitled: (1) failure to pay all overtime wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition. On May 3, 2024, Named Plaintiff Isaiah Morales filed a class action complaint against named defendants Certus Pest, Inc. and Gopher Patrol in Los Angeles Superior Court, Case No. 24STCV11212, with eleven causes of action: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) meal period liability; (4) rest break liability; (5) violation of Labor Code § 226; (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violations of Labor Code § 203; (9) failure to maintain records; (10) failure to reimburse necessary business expenses; and (11) unfair competition.

3. On July 9, 2024, Plaintiff Morales filed a First Amended Class Action Complaint, adding a twelfth cause of action under PAGA. On June 19, 2025, Plaintiff Smith obtained a court order dismissing his Complaint without prejudice. On May 21, 2025, Plaintiff Morales filed a Second Amended Complaint, adding Plaintiff Smith as a named plaintiff, in Los Angeles Superior Court, Case No. 24STCV11212, and including the following causes of action: (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violation of Labor Code § 203; (9) failure to maintain accurate records; (10) failure to reimburse business expenses; (11) failure to pay all sick time;

(12) violation of the Unfair Competition Law; and (13) violation of the Private Attorneys General Act ("PAGA"). The Second Amended Complaint is the Operative Complaint in the Action. Plaintiff Smith submitted the LWDA letter on April 23, 2024, alleging the same claims as his Complaint. Plaintiff Morales submitted the LWDA letter on May 3, 2024.

4. Plaintiffs contend in this Action that Defendant violated California's wage and hour laws by failing to pay all wages due including minimum and overtime wages, failing to provide all meal periods and rest periods, failing to reimburse all work-related expenses, failing to pay all sick time, failing to provide compliant and accurate itemized wage statements, failing to timely pay final wages due, and thereby also violating California Business & Professions Code sections 17200, *et seq*., and incurring penalties under PAGA.

5. Defendant filed an Answer to each Named Plaintiff's complaint and denied all allegations and claims asserted therein. Defendant denies that it engaged in any misconduct in connection with its wage-and-hour practices and denies that it has any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled PAGA Claims. Defendant further contends that it has complied at all times with federal, state, and local wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to the employment of Named Plaintiffs and the Class and PAGA Members.

6. On March 13, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Kelly A. Knight Esq. Recognizing the burdens and risk of continuing with the litigation, accepted the mediator's proposal to resolve the Action.

II. THE SETTLEMENT

7. To settle the action, will pay the Gross Settlement Amount of $850,000.00, exclusive of the employer's portion of payroll taxes and fees (i.e. Defendant will pay the employer-side payroll taxes on the wages portion separately from the Gross Settlement Amount). It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. The Gross Settlement Amount represents approximately 50% of the total realistic exposure, which demonstrates that the settlement is fair and reasonable. The Settlement represents a fair and reasonable recovery.

8. There is a total of approximately 20,718 workweeks worked by Class Members from the beginning of the Class Period through March 13, 2025 (the "Mediation Date"), resulting in a recovery of an estimated $21.66 per workweek. Each Class Member will receive an average Individual Settlement Award of approximately $1,402.24 (NSA of $448,716.67 divided by 320 Class Members), with the highest estimated Individual Settlement Award of approximately $6,281.40 (total weeks in the Class Period (290) multiplied by $22.47). Additional proposed disbursements from the GSA are as follows:

Attorneys' Fees	$283,333.33 (1/3 of the Gross Settlement Amount)
Attorneys' Costs	Up to $50,000.00
Administration Fees and Costs	Estimated to be up to $7,950.00
Enhancement Awards to Named Plaintiffs	$10,000.00 per Plaintiff (total of $20,000.00)
PAGA Penalties	$40,000.00 ($30,000.00 to LWDA; $10,000.00 to PAGA Members)

9. As detailed in the Settlement Agreement, the Parties have selected Phoenix Class Action Administration Solutions ("Phoenix") as the Settlement Administrator, an experienced class action settlement administrator, to administer this Settlement. The Parties respectfully request that this Court appoint Phoenix to handle the Class Notice and claims administration procedures, including posting the Judgment on its website. To my knowledge, none of the parties or attorneys involved in this action has ever had any financial interest in or affiliation with the proposed Administrator.

10. Following preliminary approval, the Settlement Administrator will mail the Class Notice per the Settlement Agreement. The Parties respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Settlement Agreement.

/ / /

III. SETTLEMENT DOCUMENTS

11. The Parties have finalized the terms of the following documents and confirmed that Spanish translation of the Notice of Class Action Settlement is not necessary because Defendant's workforce speaks English. True and correct copies of the following documents are attached hereto:

a. Class Action And PAGA Settlement Agreement attached hereto as **Exhibit 1**;

b. Notice of Class Action Settlement attached to the Class Action and PAGA Settlement Agreement attached to the Class Action and PAGA Settlement Agreement (Exhibit 1 herein) as **Exhibit A**; and

c. [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement filed concurrently with this motion.

12. Attached hereto as **Exhibit 2** is true and correct copy of the Declaration of Jodey Lawrence on behalf of Phoenix.

13. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of submission of the PAGA settlement to the LWDA.

IV. CONDITIONAL CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES

14. The Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendant's employment and payroll records. There are approximately 320 Class Members, which is sufficient to satisfy numerosity requirements. The evidence to support the claims as to the Class consists of Defendant's policies, payroll records, time records and the forms of wage statements given to Defendant's non-exempt employees.

15. The proposed Class Representatives worked for Defendant as a non-exempt employee under Defendant's uniform employment policies applicable all persons employed by Defendant in California during the period from October 23, 2019, to May 13, 2025 (the "Class Period"). Plaintiffs asserts that these are all policy questions that are uniform and can be proven

by common objective evidence. The evidence to support these claims on a class wide basis consists of Defendant's policies, payroll records, time records and the forms of wage statements given to Defendant's non-exempt employees. The Class Representatives were subject to the same policies as other Class Members.

16. Plaintiffs' claims are typical of those of other Class Members. The Class Representatives have agreed to act as such and understands her responsibilities. The Class Representatives have no claims or other interests that are antagonistic to the Class.

V. PRELIMINARY APPROVAL OF THE SETTLEMENT

17. The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. The Settlement represents a fair and reasonable value of all claims. There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiffs have notified the LWDA of this Settlement. (Ex. 3.) The Settlement Amount balanced against the merits of the Plaintiffs' case is reasonable.

18. Here, the Settlement was reached through arm's-length negotiation with an experienced, highly regarded neutral mediator, Kelly A. Knight, Esq. Before mediation, the Parties engaged in informal discovery. To prepare for the mediation, Defendant provided extensive documentation of its policies and practices and data related to the claims asserted in this case, including pay and time data for Class Members and other information necessary for Plaintiffs to create a damages exposure analysis. Plaintiffs hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for the mediation. Attached hereto as **Exhibit 4** is the Declaration of Jarrett Gorlick of Berger Consulting Group. The Parties agreed on the proposed Settlement after extensive negotiations that resulted in a mediator's proposal.

19. The Settlement here provides pro rata distribution to Class Members based upon the number of workweeks. Accordingly, the Settlement treats the Class Members equitably, and the proposed distribution plan supports preliminary approval.

20. The Settlement that has been reached, subject to this Court's approval, is the product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of themselves, the Class, and the PAGA Members. Although the Parties did not settle at the mediation, after post-mediation negotiations, the Parties accepted a mediator's proposal.

21. Based on the documents and information provided by Defendant and their own independent investigation and evaluation, Class Counsel and Plaintiffs are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

22. The Gross Settlement Amount is, of course, a compromise figure. Plaintiffs considered the risks of decertification, the risks related to proof of Plaintiffs' claims, and the strengths and weaknesses of Defendant's defenses. Plaintiffs also considered the possibility that if a settlement were reached after additional years of litigation, the great expenses of litigation would reduce the amount of funds available to class members for settlement. Furthermore, Plaintiffs took into consideration the time delay and financial repercussions of liability trials, numerous damages trials, and the possibility of an appeal by Defendant. The details for the reasonably expected recovery per claim are detailed below in the following paragraphs.

23. **Failure to Pay All Wages Due to Off-the-Clock Work:**

a. Facts

Plaintiffs alleged that they and Class Members were required to perform work while off-the-clock and Defendant's control for which they were not compensated. For example, Plaintiff Morales was required to drive to designated client locations, which would often take up to one hour. During the first couple of months of Plaintiff Morales' employment, Defendant instructed him to clock in only once he arrived at the client location, but not before. As such, Plaintiffs alleged that they should have been compensated for drive time to and from client locations. Furthermore, Defendant's managers would, at times, contact Plaintiffs after his scheduled work hours for work-related matters, without compensating for this off-the-clock work.

b. Law

Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours worked. "Hours worked' means the time during which an employee is subject to the control of an employer and includes all the time during which the employee is suffered or permitted to work, whether or not required to do so." (8 C.C.R. §11040(2)(K); *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 582.)

c. Expected Recovery

Plaintiffs estimated ten (10) minutes of unpaid time per shift (71.4% attributed to overtime hours). Plaintiffs' expert multiplied the average hourly rate of pay for each year by the number of shifts worked during each year in the liability period. The estimated total amount of unpaid wages for other off-the-clock work totaled $475,964, excluding interest. The probability of prevailing on this claim is approximately 20% because Defendant contended that Plaintiff's off-the-clock theory applied only to some Class Members. Additionally, proof of this claim would depend largely on anecdotal evidence as there are not records of time worked off-the-clock, and ultimately this claim may be determined to be too individualized for purposes of class certification. As such, the real exposure for this claim was approximately **$95,072.80** based on these risks.

24. **Failure to Pay Overtime at the Legal Rate:**

a. Facts

Plaintiffs alleged that Defendant provided Class Members with nondiscretionary payments, including but not limited to bonuses; however, Defendant failed to correctly consider these additional payments in the computation of the regular rate of pay to determine the legal overtime pay for the Class Members. Thus, some overtime compensation paid by Defendant was underpaid.

b. Law

"[A]n employee's 'regular rate of pay' for purposes of Labor Code section 510 and the IWC wage orders is not the same as the employee's straight time rate (i.e., his or her normal hourly wage rate)." (*Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554.) Instead, the regular rate of pay must include "adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-hour value of any non-hourly compensation the employee has earned," such as incentive pay. (*Ibid.*) Earned bonuses must be included in the calculation of the regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 Cal.App.4th 804, 807 [holding that bonus must be included in overtime rate calculation]; 29 U.S.C. § 207(e) [regular rate includes "all remuneration for employment paid to, or on behalf of, the employee"].)

c. Expected Recovery

The data provided by Defendant showed underpaid overtime wages equal to approximately **$16,423**, excluding interest. Plaintiffs did not apply any discount to this claim because proof of this violation is based purely on the pay records.

25. **Failure to Provide All Meal Periods:**

a. Facts

Plaintiffs alleged that Defendant failed to provide all off-duty and uninterrupted, timely meal periods. Plaintiff Morales was instructed to leave work earlier if he waived his first meal period. As a result, Plaintiff Morales did not clock out for meal periods and generally worked through most shifts. However, Defendant would later modify Plaintiff Morales' timesheets to reflect that a 30-minute meal period was taken, resulting in deduction of his total hours worked. Defendant's modified Class Members' timesheets to reflect facially compliant meal periods without regard to whether meal periods were taken. Furthermore, Plaintiffs and Class Members experienced frequent interrupts when they did take a meal period. Additionally, when Plaintiffs and Class Members worked over ten hours without a second meal period, Defendant adjusted time records to reflect less than ten hours to avoid incurring and paying meal period premiums.

b. Law

Employers must generally provide “a first meal period [of at least 30 minutes] no later than the end of an employee's fifth hour of work, and a second meal period [of at least 30 minutes] no later than the end of an employee's 10th hour of work.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1041.)

c. Expected Recovery

Plaintiffs’ damages analysis determined that Class Members’ maximum recovery was approximately $1,021,300 with an offset of $133,566 for meal period premium payments by Defendant, resulting in an estimated exposure of $887,734.

Defendant contended that employees were provided with the opportunity to take all meal periods, and if they did not do so, it was purely voluntary. Defendant argued that under California law, employers do not have a duty to ensure that employees take all meal periods, so long as they provide meal periods and do not inhibit employees from taking all compliant meal periods. Further, Defendant paid meal period premiums for some facial violations. Accordingly, the realistic recovery for the meal period is approximately 50%. As a result, the reasonable value is estimated to be approximately **<u>$446,867</u>.**

26. **Failure to Authorize and Permit All Rest Periods:**

a. Facts

Plaintiffs alleged that Defendant failed to authorize and permit all paid rest periods due to Defendant’s failure to authorize duty-free rest periods and frequent work-related interruptions from management. Plaintiffs and Class Members generally worked shifts of at least eight hours, which required two, duty-free rest periods. At times, Plaintiffs and Class Members worked more than ten hours, requiring a third, duty-free rest period, which Plaintiffs alleged were not provided.

b. Law

“Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) The applicable wage order imposes a similar obligation, and states that rest breaks must occur in the middle of each work period, insofar as is practicable. (8 C.C.R. § 11040(12).)

c. Expected Recovery

Plaintiffs' damages analysis assumed a 100% violation rate on shifts of 3.5 or more hours for an estimated maximum recovery is approximately $2,547,722 in unpaid rest period premiums. Defendant contended that Class Members were permitted all required breaks and were not discouraged or prevented from taking their rest breaks. Because no records reflect whether the Class Members took rest breaks, Plaintiffs' estimate the probability of prevailing on this claim was approximately 10%. As such, the realistic exposure for this claim is approximately **$254,722.20.**

27. **Failure to Pay Meal Premiums, Sick Pay, and PTO at the Legal Pay Rate:**

a. Facts

Defendants failed to properly compensate Class Members' meal /or rest period premiums, sick pay, and paid time off, at their regular rate of pay based on the bonuses as addressed above.

b. Law

Labor Code § 226.7 and the wage order require employers to pay non-exempt employees an additional hour of premium wages at the employee's regular rate of compensation on each workday that the employee is not provided with a meal break. The regular rate must include all remuneration in its calculation, including nondiscretionary bonuses. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 863.)

c. Expected Recovery

Based on the data provided by Defendant, Plaintiffs' expert calculated the total exposure for this claim at **$181,314** ($22,430 for underpaid meal/rest premiums and $158,894 for underpaid sick pay and PTO), excluding interest.

28. **Failure to Reimburse All Business Expenses:**

a. Facts

Plaintiffs and other Class Members incurred expenses while performing reasonable and necessary work-related duties for Defendant. These included the use of personal cell phones for work-related duties, uniform maintenance, and mileage.

b. Law

Labor Code § 2802 states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." This section "is designed to prevent employers from passing their operating expenses on to their employees." (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562.)

c. Expected Recovery

Plaintiffs assumed a conservative $10.00 per bi-weekly pay period (i.e. $20.00 per month) for unreimbursed business expenses for a total exposure of $105,770 ($10.00 x. 10,577 pay periods), excluding interest. Plaintiffs considered risks associated with this claim, such as the need to rely on anecdotal evidence from Class Members and the potential for individualized issues arising at the class certification stage. As such, the probability of prevailing on this claim is approximately 50% for a realistic exposure for this claim equal to **$52,885** based on these risks.

29. **Failure To Provide Compliant Wage Statements:**

a. Facts

Plaintiffs alleged that Defendant issued improper wage statements to Plaintiffs and Class Members because Defendant's wage statements did not always contain all requisite information, including but not limited to all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

In addition to the independent violations, if Plaintiffs prevail on any of the underlying claims, she will prevail on the derivative Labor Code § 226 claim. Because of Defendant's illegal wage and hour policies as set forth above, all wages earned, and all hours worked were not accurately reflected on Class Members' wage statements.

b. Law

Labor Code § 226(a) requires every employer, semimonthly or at the time of each payment of wages, to furnish each of its employees an accurate itemized statement in writing showing, among other things, total hours worked by the employee, all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

c. *Expected Recovery*

Plaintiffs' damages analysis estimated that the maximum recovery for this claim was approximately $526,100 for the one-year statutory period, which included approximately 182 Class Members. However, Plaintiffs must prove intentional violations to prevail. Further, this is a penalty and not a wage loss, and courts rarely grant the full amount of the penalty. Based on these risks, the realistic exposure for this claim is approximately 25% of the maximum, for a total expected recovery of **$131,525.**

30. **Failure to Pay all Wages Due Upon Separation – Labor Code § 203**:

a. *Facts*

If Plaintiffs prevail on any of the underlying wage claims, he will prevail on the derivative Labor Code § 203 claim, because Defendant has not paid all wages and penalties because of these alleged violations. A total of 40 Class Members separated employment during the statutory three-year period applicable to this claim.

b. *Law*

Under Labor Code § 203, the approximately 197 Class Members who are no longer employed by Defendant are entitled to 30 days of waiting time penalties because Defendant did not pay them all wages due and/or related penalties upon separation.

c. *Expected Recovery*

During the statutory period, approximately 197 employees left Defendant's employ. Based on average hourly rates, the 30-day maximum waiting time penalties for those Class Members is $1,004,330. Plaintiffs estimated approximately 10% chance of prevailing at the time of trial on this claim as it is simply derivative of the underlying claims, and Plaintiffs must prove this is a "willful" violation to prevail. Furthermore, trial judges rarely if ever grant the full amount of the penalty on top of wages owed. Finally, there are the general risks of trial. As such, the realistic maximum exposure for this claim was approximately **$100,443.**

31. **<u>Business & Professions Code § 17200, *et. seq*.</u>:** The forgoing analysis assumes the longer four-year statute of limitations that is available under the UCL for the unpaid wage and break violations. This cause of action is derivative of the other claims that have already been analyzed. Accordingly, the damages available under this cause of action have already been analyzed or are duplicative of damages discussed above.

32. **<u>PAGA Civil Penalties – Labor Code § 2698, *et seq*.</u>:** Regarding the claim for violations of the Private Attorneys General Act (PAGA), the maximum potential exposure is $2,076,400 using the initial violation rate of $100 per pay period per each violation. Using $100 per pay period for only one violation, the PAGA penalties would equal $535,300. The strength of the PAGA claim would be impacted by the factors discussed above for the non-PAGA claims. Based on recent PAGA decisions, even if Plaintiffs were successful on this claim through trial, the Court would likely exercise its discretion under PAGA and significantly reduce the penalties and would also not impose PAGA penalties on top or Cal. Labor Code § 226 and 203 penalties. Thus, the maximum PAGA penalties of $2,076,400 were reduced by 80% for a realistic exposure of a total of $415,280 in PAGA penalties. Given the discretionary nature of PAGA penalties and the need to prove each underlying violation, the $40,000 that the parties allocated to PAGA Penalties is a reasonable settlement of that claim. Of this amount, 25%, or $10,000, will be distributed to aggrieved employees ("PAGA Members").

33. The proposed PAGA Penalties portion of the Settlement is both just and in the public's interest. The Parties believe and agree that the Settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claim. The Parties also believe that the proposed Settlement is to the advantage of the State of California and the Aggrieved Employees when considering the time and expense necessary to complete protracted litigation which, regardless of the verdict, would undoubtedly be subject to further significant delay and expense pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It also provides a small sum to each PAGA Member on a pro-rata basis based on the number of PAGA Workweeks they worked during the PAGA Period (defined as the period from April 23, 2023, through May 13, 2025.) At the time of mediation, Plaintiffs estimated approximately 182

PAGA Members who worked a total of approximately 5,352 PAGA Workweeks.

34. Based upon the foregoing, this case had a reasonable value of approximately $1,279,252 for the underlying Labor Code claims. After considering the sharply disputed factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the substantial benefits to be received under the compromise and settlement of the action, Class Counsel are of the opinion that settlement is in the best interests of the Class and is fair and reasonable. Accordingly, the Gross Settlement Amount of $850,000 represents approximately 66% of the maximum potential value of the underlying Labor Code claims (valued at $1,279,252) and approximately **50%** of the overall value including PAGA penalties (total case value of $1,694,532 ($1,279,252 +$415,280), which is an exceptional result.

35. After analyzing and weighing the evidence discussed above as well as the legal issues, Class Counsel and Plaintiffs concluded that the settlement of $850,000 represents a fair and reasonable discount from the realistic recovery. The Settlement will allow the parties to avoid the expense and time commitments of continued litigation and provides a significant benefit for the Class which would not otherwise have been available. The Gross Settlement Amount of $850,000 is a fair, reasonable, and adequate settlement for the claims at issue.

VI. THE NOTICE PROCEDURE SHOULD BE APPROVED.

36. The Class Notice provides proper notice to the Class of the terms of the Settlement Agreement and the options available to the Class, including the ability of the Class Members to Opt-Out or submit a Request for Exclusion from the non-PAGA portion of the Settlement and not be bound by the non-PAGA portion of the Settlement Agreement or receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do nothing and receive a Settlement Payment and be bound by the terms of the Settlement; the date of the Final Approval Hearing, and how to obtain further information through Class Counsel, the Administrator's website, or the Court's docket. The Class Notice will be sent via first-class mail to each of the approximately 320 Class Members at their addresses from Defendant's records.

37. Class Members will receive separate checks for the class portion and PAGA

portion, respectively.

38. The Class Notice should be approved as the best and most practicable way to ensure the greatest possible number of Class Members will receive notice. Plaintiffs respectfully requests that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Parties' Settlement Agreement.

VII. ATTORNEYS' EXPERIENCE

39. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

40. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiffs and the putative Class and aggrieved employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

41. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los

Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

42. Gregg Lander is the Litigation Manager for D.Law, Inc.'s West Los Angeles office and worked on this matter. Mr. Lander graduated from Texas A&M University in 1989 with a Bachelor of Business Administration degree in Marketing. In 1997, Mr. Lander graduated from California Western School of Law in San Diego and was admitted to the California Bar the same year. In October 2001, Mr. Lander joined the Law Offices of Kevin T. Barnes. In or about 2004, Mr. Barnes transitioned our firm completely to class and representative action cases and since then, Mr. Lander has worked almost exclusively on complex wage and hour matters. Thereafter, until 2023, Mr. Barnes and Mr. Lander litigated hundreds of wage and hour cases, usually to settlement, sometimes after class certification, and occasionally including appellate review.

43. I am a 2008 California Western School of Law graduate and was admitted to the California State Bar in December 2008. Since graduating from law school, I have dedicated my entire career to litigating employment class and PAGA actions. I have litigated and settled hundreds of wage and hour class actions and have obtained numerous six and seven figure settlements. As such, I have significant experience specifically working on wage and hour class actions from the plaintiff's side.

44. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and

weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as the procedural law of class and representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the skills and knowledge developed over decades of prosecuting and defending wage and hour class actions to fairly and adequately represent the interests of the Class Members and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiffs and the putative Class Members and aggrieved employees in this action.

45. We understand the responsibilities owed as counsel to the Settlement Class Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the claims asserted in this action and have remained committed to dedicating the resources necessary to represent the Class and vigorously pursue their claims. Based upon my experience and understanding of the claims and defenses in this action, I believe the settlement is fair, adequate, and reasonable for the Class Members and aggrieved employees and all involved, and that the Settlement is well within the range of reasonableness that would permit it to be finally approved. I am not aware of any conflict of interest with Plaintiffs or any other Class Member that would interfere with the duties as Class Counsel.

VIII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS

46. Under the Settlement, Class Counsel will request, without opposition from Defendant, an award of Attorneys' Fees and Costs consisting of: Two Hundred Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($283,333.33), one-third of the Gross Settlement Amount, and actual reasonable litigation costs incurred for reimbursement of actual reasonable litigation costs, not to exceed $50,000.00. This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class 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 notification to Class

Members, communicating with Class Members regarding their claims, and assisting in the administration of the settlement if it is preliminarily approved. At the time of filing the Motion for Final Approval of Settlement and Attorneys' Fees and Costs, Plaintiffs will submit detailed time records and invoices supporting the request for attorneys' fees and litigation costs. Defendant will not oppose Class Counsels' fees and cost request.

47. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs entered into a Joint Prosecution and Fee and Cost-Sharing Agreement ("JPA") with their counsel of record. The JPA governs the division of responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed written consent after full disclosure.

48. Class Counsels' JPA provides that 50% of the fees awarded by the Court will be paid to D.Law, Inc., 25% will be paid to Bokhour Law Group, P.C., and 25% will be paid to Falakassa Law. P.C.

IX. THE CLASS REPRESENTATIVES' ENHANCEMENT AWARDS

49. The Settlement provides for an Enhancement Awards of $10,000.00 to each named Plaintiff, for their service in litigating the action. Plaintiffs have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. Plaintiffs have provided Class Counsel with information about Defendant, reviewed documents, consulted Class Counsel throughout the litigation, participated in the mediation process, and reviewed and signed the settlement agreement. Plaintiffs have spent a significant amount of time with Class Counsel detailing their knowledge of Defendant's practices. Plaintiffs have diligently, adequately, and fairly represented the Class Members, and has not placed their interests above any member of the putative Class. This sort of payment to a Class representative has been a common feature of settlements negotiated by Class Counsel and routinely approved by courts. The Class Representatives' Enhancement Award of $10,000.00 to each of the two Plaintiffs is fair and reasonable.

X. THE PRESENCE OF A GOVERNMENTAL PARTICIPANT

50. Class Counsel will be submitting the Settlement Agreement to the LWDA concurrently with the filing of this motion pursuant to Labor Code § 2699(l)(2). On the date of

the date of filing the Motion for Preliminary Approval, Plaintiffs submitted the Motion to the LWDA. Attached hereto as Exhibit 3 is the LWDA confirmation.

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

Executed on December 12, 2025, in San Diego, California.

Marta Manus, Esq.

EXHIBIT 1

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ISAIAH MORALES, on behalf
of himself and others similarly situated

Additional Counsel Listed on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISAIAH MORALES, an individual, JOSE SMITH, an individual, on behalf of themselves and others similarly situated, Plaintiff, v. CERTUS PEST, INC., a Delaware stock corporation; GOPHER PATROL, a California business entity form unknown; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: 24STCV11212 ASSIGNED FOR ALL PURPOSES TO JUDGE STUART M. RICE IN DEPT. 1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE** Complaint Filed: May 3, 2024

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Attorneys for Defendant
CERTUS PEST, INC.

This Class Action Settlement Agreement and Stipulation is entered into between CERTUS PEST, INC. ("Defendant") and Plaintiff ISAIAH MORALES ("Named Plaintiff") in the Action (as defined below).

DEFINITIONS

1. Action. The "Action" means the class action lawsuits entitled, *Isaiah Morales v. Certus Pest, Inc., et al.*, Los Angeles Superior Court Case No. 24STCV11212 and *Jose Smith v. Certus Pest, Inc., et al.*, Riverside County Superior Court Case No. CVRI2402328. This stipulation may reference both lawsuits as "Actions" in the singular, or in the plural.

2. Agreement. "Agreement" shall refer to the instant Joint Stipulation of Class Action and PAGA Settlement Agreement and Release.

3. Class Counsel. "Class Counsel" shall mean Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., Joshua S. Falakassa, Esq. of Falakassa Law, P.C., and Emil Davtyan, Esq., David Yeremian, Esq., Alvin B. Lindsay, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc. and/or any successor(s) thereof.

4. Class Members, the Class, and Settlement Class Members. "Class Members" shall mean all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period. The Class Period is defined below. The "Settlement Class" or "Settlement Class Members" means all Class Members other than those who opt out (see paragraphs 20 and 57.d), as well as PAGA Members (see paragraph 23).

5. Class Notice. "Class Notice" means the document mutually agreed upon by the Parties and approved by the Court to be sent to the Class and PAGA Members in English and Spanish following preliminary approval that includes the scope of release language for Settled Claims and Settled PAGA Claims, notifies Class Members and PAGA Members of the Settlement, explains the Settlement and Class Members' options, including how Class Members may opt out or object to the Settlement, and explains the facts and methods based on which the Class Members' and PAGA Members' estimated settlement payments are calculated, substantially in the form attached hereto as "**Exhibit A**".

6. Class Period. "Class Period" means the period from October 23, 2019 to May 13, 2025 ("Class Period").

7. The Court. The "Court" refers to the Los Angeles County Superior Court or other court or courts that will approve the Action, whether individually or together.

8. Day. "Day" or "days" refers to a calendar day(s) unless otherwise stated. If any designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur on the next business day.

9. Defendant. "Defendant" means Defendant Certus Pest, Inc.

10. Effective Date. "Effective Date" of this Agreement means the first business day following the last of the following occurrences: (i) if no Class Member timely and properly intervenes, files a timely motion to vacate the Judgment under, or objects or otherwise challenges the Settlement, then the date the Court enters an Order Granting Final Approval of the Settlement; (ii) if a Class Member timely intervenes or files a timely motion to vacate the judgment or objects or otherwise challenges the Settlement, then sixty-one (61) days following the date the Court enters an Order Granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely intervenes or files a motion to vacate the Judgment, or objects or otherwise challenges the Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari)*, resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible. Defendant shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule explained in paragraph 68 of this Agreement. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be returned if the Agreement is not finally and completely approved in all respects.

11. Exclusion Period. The "Exclusion Period" means the time period commencing on the date the Class Notice is mailed to Class Members via First Class U.S. and ending forty-five (45) days later on the deadline to submit an Opt Out Request or Objection or a challenge to the number

of Workweeks Worked. The Exclusion Period shall be extended by fifteen (15) days for those Class Members to whom Class Notices are remailed.

12. Final Judgment. "Final Judgment" means the judgment entered and filed by the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class Members from reasserting Settled Claims against Released Parties; (2) finally approves this Agreement and the Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral estoppel and/or res judicata PAGA Members from reasserting Settled PAGA Claims against Released Parties; and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement (approved Class Counsel's attorneys' fees and costs, Settlement Payments to Class Members and PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final resolution of any and all claims by the Named Plaintiffs and all Settlement Class Members as to all Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

13. Final Settlement Approval Hearing. "Final Settlement Approval Hearing" means the hearing at which the Court shall consider the motion for final approval of this Settlement and determine whether to fully and finally approve the fairness and reasonableness of this Settlement and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement Class Members from asserting Settled Claims against Released Parties and all PAGA Members from pursuing Settled PAGA Claims against Released Parties.

14. Funding Payments. "Funding Payments" means the payment(s) remitted to the Settlement Administrator ("SA") by Defendant following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendant in an amount equal to the GSA plus employer-side payroll taxes, which, as set forth herein, shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys' fees and costs awarded to Class Counsel, the Named Plaintiffs' enhancement awards as awarded by the Court, outstanding payments to the SA as approved by the Court for settlement administration costs, and the payment to the Labor Workforce Development Agency ("LWDA"), minus any amounts already paid under the Agreement.

15. Gross Settlement Amount or GSA. "Gross Settlement Amount" or "GSA" means a maximum total payment of $850,000.00, payable by Defendant under this Agreement.

16. Last Known Address. "Last Known Address" means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Defendant's records.

17. Named Plaintiffs. "Named Plaintiffs" individually and collectively means Isaiah Morales and Jose Smith.

18. Net Settlement Amount or "NSA". "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the amounts deducted pursuant to paragraphs 51a through 51e of this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement award to the Named Plaintiffs, the payment to the LWDA to resolve claims under the PAGA, and the costs awarded for settlement administration owed pursuant to this Agreement.

19. Objection. "Objection" means a written request, which a Class Member may submit no later than the last day of the Exclusion Period and in the form specified in paragraph 58 in order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court, at the final approval hearing to object.

20. Opt Out Request. "Opt Out Request" must (1) contain the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be postmarked or fax stamped within the Exclusion Period [45 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. (See paragraph 57.d and see **Exhibit "B"**)

21. Order of Final Approval or Order Granting Final Approval of Settlement. "Order of Final Approval" or "Order Granting Final Approval of Settlement" or "Final Approval" means the order issued in conjunction with the entry of the Final Judgment to be submitted by the Named Plaintiffs together with the Motion for Final Approval of the Settlement for entry and filing by the Court as specified in this Settlement.

22. PAGA Period. "PAGA Period" shall mean the period from April 23, 2023 through May 13, 2025.

23. PAGA Members. "PAGA Members" means current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period.

24. PAGA Payment and PAGA Allocation. Of the Total Settlement Amount, $40,000.00 shall be paid for the PAGA claims. "PAGA Allocation" is the $10,000.00 (*i.e.*, the remainder after subtracting the $30,000.00 allocated to the LWDA from the $40,000.00 total amount allocated to the PAGA settlement) divided by the total number of PAGA Workweeks Worked credited to all PAGA Members. Each PAGA Member's PAGA Payment is equal to the PAGA Workweek Rate (defined below) multiplied by his or her individual PAGA Workweeks Worked pursuant to the records of Defendant.

25. PAGA Workweeks Worked. "PAGA Workweeks Worked" means the number of workweeks credited to a PAGA Member during the PAGA Period (for the Settled PAGA Claims), as determined by Defendant's records and as only subject to revision pursuant to this Agreement.

26. Parties. "Parties" shall mean Named Plaintiffs and Defendant.

27. Preliminary Approval Order. "Preliminary Approval Order" is the Order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement, including approval of the Parties' Agreement that specifies the content of notice and manner in which notice will be provided to the Class and responded to by the Class, substantially in the form attached hereto as "**Exhibit C**".

28. Released Parties. "Released Parties" means Defendant and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, including their predecessors and successors, and each of them, as well as each of their insurers, partners, trustees, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing. The Parties agree that Gopher Patrol and Purcor Pest Control, entities named in the Action, are brands only of Defendant and were therefore erroneously named non-entities.

29. Settlement. "Settlement" shall refer to the agreement of the Parties to settle the claims as set forth and embodied in this Agreement.

30. Settlement Administrator. "Settlement Administrator" or "SA" shall mean Phoenix Class Action Administration Solutions ("Phoenix") or such other neutral administrator as chosen by the Parties and approved by the Court (see paragraph 56a).

31. Settled Claims. "Settled Claims" means all causes of action and claims, charges, complaints, liens, demands, that were alleged or reasonably could have been alleged based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint which occurred during the Class Period, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay (including any theory of failure to pay any and all wages for all time worked); (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to pay wages upon termination; (g) failure to maintain records; (h) paid sick leave and/or supplemental paid sick leave; (i) violations of the California Business & Professions Code §§ 17200 et seq. These claims include California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1, 1174, 1174.4, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2810.5, and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200, et seq. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, or lawsuits whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California Business and Professions Code section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Settled Claims" expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

32. Settled PAGA Claims. "Settled PAGA Claims" means any and all claims for civil penalties and any other available relief under the California's Private Attorney General Act or

PAGA (California Labor Code §§ 2698 *et seq.*) that were alleged or reasonably could have been alleged based on the allegations, facts, statutory citations, and legal theories in the operative complaint and Plaintiffs' PAGA Notices to the LWDA which occurred during the PAGA Period.

33. Settlement Class/Settlement Class Member(s). "Settlement Class Member" means all Class Members other than those who have timely and validly submitted Opt Out Requests and thereby excluded themselves from releasing Settled Claims from the Settlement.

34. Settlement Payment. "Settlement Payment" means a payment pursuant to a Settlement Class Member's pro rata allocation of the NSA as specified in paragraph 51.

35. Settlement Proceeds Distribution Deadline. "Settlement Proceeds Distribution Deadline" means a date that is fourteen (14) days after the Funding Payment has been made by Defendant to the SA based on the schedule explained in paragraph 61 of this Agreement.

36. Updated Address. "Updated Address" means a mailing address that was updated by a reasonable address verification measure of the SA or by an updated mailing address provided by the United States Postal Service for a Class Member or PAGA Member.

37. Workweek Rate. "Workweek Rate" for the Settled Claims shall mean the amount yielded from dividing the Net Settlement Amount by the total of all Workweeks Worked credited to all Settlement Class Members during the Class Period.

Each Settlement Class Member's settlement payment is equal to his or her individual Workweeks Worked during the Class Period multiplied by the Workweek Rate. Therefore, the amount of each Settlement Class Member's Individual Settlement Payment is tied to the number of Workweeks Worked that each Settlement Class Member worked for Defendant in the State of California in comparison to all Workweeks Worked by all Settlement Class Members in the State of California during the Class Period. Similarly, for the Settled PAGA Claims, "PAGA Workweek Rate" shall mean the amount yielded from dividing the PAGA Allocation by the total of all Workweeks Worked credited to all PAGA Members during the PAGA Settlement Period.

38. Workweeks Worked. A "Workweek Worked" means the number of calendar workweeks credited to a Class Member during the Class Period or PAGA Member during the PAGA

Settlement Period (for the Settled PAGA Claims), as determined by Defendant's records and as only subject to revision pursuant to this Agreement.

RECITALS

39. On April 23, 2024, Named Plaintiff Jose Smith filed a class action complaint in Riverside County Superior Court against named defendants Certus Pest, Inc. and Purcor Pest Control, Case No. CVRI2402328, with seven causes of action entitled: (1) failure to pay all overtime wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition. On May 3, 2024, Named Plaintiff Isaiah Morales filed a class action complaint against named defendants Certus Pest, Inc. and Gopher Patrol in Los Angeles Superior Court, Case No. 24STCV11212, with eleven causes of action: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) meal period liability; (4) rest break liability; (5) violation of Labor Code § 226; (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violations of Labor Code § 203; (9) failure to maintain records; (10) failure to reimburse necessary business expenses; and (11) unfair competition. On July 9, 2024, Named Plaintiff Morales filed a First Amended Class Action Complaint, adding a twelfth cause of action under PAGA. On June 19, 2025, Plaintiff Smith obtained a court order dismissing his Complaint without prejudice. On May 21, 2025, Plaintiff Morales filed a Second Amended Complaint, adding Plaintiff Smith as a named plaintiff, in Los Angeles Superior Court, Case No. 24STCV11212, and including the following causes of action: (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violation of Labor Code § 203; (9) failure to maintain accurate records; (10) failure to reimburse business expenses; (11) failure to pay all sick time; (12) violation of the Unfair Competition Law; and (13) violation of the Private Attorneys General Act ("PAGA"). The Second Amended Complaint is the operative complaint in the Action.

40. Named Plaintiff Smith submitted the LWDA letter on April 23, 2024, in case number LWDA-CM-1024087-24, alleging the same claims as his Complaint. Named Plaintiff

Morales submitted the LWDA letter on May 3, 2024, in case number LWDA-CM-1026154-24, alleging the same claims as his Complaint.

41. Defendant filed an Answer to each Named Plaintiff's complaint and denied all allegations and claims asserted therein. Defendant denies that it engaged in any misconduct in connection with its wage-and-hour practices and denies that it has any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled PAGA Claims. Defendant further contends that it has complied at all times with federal, state, and local wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to the employment of Named Plaintiffs and the Class and PAGA Members.

42. The Parties attended mediation with Kelly A. Knight, Esq. regarding the Action. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA Member.

43. Class Counsel is of the opinion that this Settlement is fair, reasonable, and adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof necessary to establish liability, defenses asserted to the merits, including but not limited to the affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class claims and PAGA claims, including class certification, the difficulties in establishing damages and penalties, and the numerous potential appellate issues. While Defendant specifically denies any liability or wrongdoing in the Action, Defendant has agreed to enter into this Settlement to avoid the cost and business disruption associated with defending the Action. Defendant has claimed and continues to claim that the Settled Claims and Settled PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. This Agreement, made and entered into by and between the Named Plaintiffs (on behalf of themselves and on behalf of the Class

Members and PAGA Members and interests of the LWDA) and Defendant, each with the assistance of their respective counsel or attorneys of record, is intended to fully, finally, and forever settle, compromise and discharge the Settled Claims and Settled PAGA Claims against the Released Parties, subject to the terms and conditions set forth herein.

44. Because the Action is pled as a class action, this Settlement must receive preliminary and final approval by the Court. Because the Action is also pled as a PAGA action, this Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.

TERMS AND CONDITIONS OF SETTLEMENT

NOW THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, the Named Plaintiffs, individually on behalf of themselves and on behalf of the Class Members and PAGA Members and LWDA interests, on the one hand, and Defendant, on the other hand, agree that the Action shall be, and is finally and fully compromised and settled on the following terms and conditions.

45. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by Defendant or any Released Parties. Except as necessary in a proceeding to approve, interpret or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of

Defendant or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. In addition, as set forth in paragraph 69, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event the Settlement is not fully and finally approved as set forth herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action, except that the Court may award less than the amounts listed in paragraph 51a through 51e without impacting the validity and enforceability of this Agreement and the Parties will be returned to their respective positions prior to entering this Agreement.

46. Amendment of Complaints. Solely for purposes of settling this matter, Named Plaintiffs have filed an amended complaint with the approving Court in the Morales case, which shall be the operative complaint in this Action. Named Plaintiff Smith has dismissed his Complaint and lawsuit in its entirety without prejudice and the Morales Complaint as amended has added the substantive claims that had been pled in both the Smith and Morales cases on a Class and PAGA basis. Solely for purposes of implementing the settlement, the Parties have stipulated that the amendments of the claims shall relate back to the filing of the original and shall cover the Class Period; the Parties further agree the proposed preliminary approval order and Final Judgment shall request that should the Settlement not be fully and finally approved, the amendments will be withdrawn, the original complaints of the Named Plaintiffs shall be deemed the operative complaints, any preliminary certification of a class for settlement purposes shall be deemed void, and the Parties shall revert to their positions prior to entering the Settlement in all respects.

47. Stipulation for Class Certification. The Parties stipulate to the certification of this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall have no

bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this Action.

48. Release of Settled Claims. As of the date upon which Defendant deposits the Funding Payments, Named Plaintiffs and all Settlement Class Members shall release the Settled Claims against the Released Parties. The Settlement includes a release of all Settled Claims during the Class Period by Settlement Class Members employed at any time during the Class Period.

a. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

b. Named Plaintiffs represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged, except as set forth herein.

c. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

49. Release of Settled PAGA Claims. As of the date upon which Defendant deposits the Funding Payments, Named Plaintiffs and all PAGA Members shall release the Settled PAGA Claims against the Released Parties. The Settlement includes a release of all Settled PAGA Claims during the PAGA Period by PAGA Members employed at any time during the PAGA Period.

50. Individual Releases of Claims. In addition to the releases made by the Settlement Class Members and PAGA Members set forth in this Agreement, Named Plaintiffs release, as individuals and in addition to the Settled Claims described above, all claims, whether known or unknown, under federal, state, or local law against the Released Parties up to the date of Plaintiffs' execution of this Agreement. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any claims which cannot be released as a matter of law. Notwithstanding the foregoing, Named Plaintiffs understand that this release includes unknown claims and that Named

Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> **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.**

51. Settlement Payments and Calculation of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, Defendant agree to make a payment or payments as set forth herein totaling an amount of, but not to exceed, $850,000.00 (the "GSA"). The GSA shall fully satisfy Defendant's obligations for any and all payments, fees and costs identified in the Agreement, including, but not limited to, any payments to be made to the Named Plaintiffs, Settlement Class Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-pocket litigation expenses and costs, and settlement administration costs. Other than employer-side payroll taxes, in no event shall Defendant be required to pay any amounts above the GSA under this Settlement and this Agreement. The Parties agree that, subject to Court approval, the GSA shall be apportioned as follows:

a. Attorneys' Fees. Class Counsel will apply to the Court for an award of attorneys' fees of no more than 1/3 of the GSA or $283,333.33. The attorneys' fees shall come from and be deducted from the GSA and paid out as set forth herein. Defendant will not oppose such application.

b. Attorneys' Costs. Named Plaintiffs and Class Counsel shall request approval of payment of up to but not to exceed $50,000.00 in attorneys' costs, including any litigation costs, which will be deducted from the GSA and paid out as set forth herein. Defendant will not oppose such application. Attorneys' fees as specified in the preceding paragraph and costs as specified in this paragraph shall cover all claimed and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against Defendant for Class Counsel's work, effort or involvement in the Actions and in carrying out the Agreement and includes any and all work, effort or involvement to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in connection with the Actions.

c. Administration Fees and Costs. Class Counsel will also apply to the Court for approval of Settlement Administration costs in an amount estimated to be up to $7,950.00, which will be deducted from the GSA. Defendant will not oppose such application. Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiffs' motions for preliminary and Final Approval of the Settlement.

d. Named Plaintiffs' Enhancements and General Release Payments. Class Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed $10,000.00, per Named Plaintiff, to be paid to each of the two Named Plaintiffs, from which 50% shall be deemed consideration for a general release and from which 50% shall be for serving as a class representative and assuming the risks associated with this litigation (including for assuming the risks in the PAGA case). Defendant will not oppose such applications. The enhancement awards are included in, and shall be deducted from, the GSA.

e. PAGA Allocation and Payments. Pursuant to California Labor Code Section 2698, *et seq.*, the Parties designate $40,000.00 of the GSA to resolve any PAGA claims (including payment for Named Plaintiffs' claims on their own behalf and on behalf of all PAGA Members for penalties under the PAGA and payment to the LWDA).

i. Defendant shall pay seventy-five percent (75%) of that amount, or $30,000.00, to the LWDA and the remainder to PAGA Members. In the event the LWDA refuses to accept the above amount in full for all civil penalties to PAGA Members in connection with the civil penalty claims alleged in this Action, or in the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

ii. The remaining $10,000.00 shall be paid to PAGA Members by multiplying the PAGA Workweek Rate by each individual PAGA Member's PAGA Workweeks Worked.

f. NSA. The NSA will be the amount remaining after deducting the amounts specified in paragraphs 51a through 51e above (but not deducting the amount in 52e.ii).

g. Increase of Workweeks/Class Members: For purposes of this settlement, Defendant estimated that there were 20,718 workweeks worked by Class Members in California from the beginning of the Class Period through March 13, 2025 (the "Mediation Date"). Should the actual number of workweeks for Settlement Class Members during the Class Period through the Mediation Date exceed 20,718 by more than ten percent (10%), the GSA shall be increased by the actual percentage of increased workweeks above the 10% cushion. For example, if the Settlement Class Member workweeks through the Mediation Date exceed 20,718 by 16%, Defendant shall owe an additional amount equal to 6% of the GSA to proportionately increase the workweek rate of each Settlement Class Member due to the increase in Workweeks Worked. Any additional payment contemplated by this paragraph will not impact enhancement payments or the amount of the PAGA payment. Rather, any additional amounts paid pursuant to this paragraph will be used to increase payments to Settlement Class Members. Alternatively, Defendant shall have the option of ending the Class Period and PAGA Period on the date on which the number of class workweeks equals or does not exceed 22,789 workweeks (20,718 + 10%).

h. Settlement Payments to Settlement Class Members. Only the following individuals will receive Settlement Payments under the Settlement Agreement: (1) the Named Plaintiffs and (2) Settlement Class Members. Settlement Payments will be calculated as follows:

i. The NSA will be divided by the total Workweeks Worked by all Settlement Class Members during the Class Period as reflected in Defendant's records. All Settlement Class Members shall be paid an amount equal to their individual Workweeks Worked during the Class Period, multiplied by the Workweek Rate. Workweeks Worked shall be determined by the SA based on data to be provided by Defendant, as may be modified by the resolution of any challenges.

ii. The Parties agree that under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Settlement Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendant be obligated to pay more than the GSA, except for the separate payment of employer-side taxes, as provided above.

iii. The Parties acknowledge and agree that the formula used to calculate Workweeks Worked, individual Settlement Payments, PAGA Workweeks Worked and PAGA Payments does not imply that all of the elements of damages covered by the release are not being taken into account. The above formulas were devised as practical and logistical tools to simplify the payment process.

52. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement Class Members and PAGA Payments made to PAGA Members under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members or Class Members or PAGA Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members, Class Members and PAGA Members may be entitled under any benefit plans.

53. Taxation of Settlement Proceeds. All Settlement Payments shall be paid in a net amount after applicable employee state and federal tax withholdings, including payroll taxes, if any, have been deducted.

a. The Parties agree that 20% will be allocated to wages and IRS Form W-2s shall be issued, 40% of the amount distributed to each Settlement Class Member will be considered penalties, and 40% shall be allocated to interest and any other non-wage related amount, if any, and will be reported as such to each Settlement Class Member on an IRS Form 1099. The PAGA Payments to PAGA Members will be designated as payments for alleged penalties and other non-wage amounts.

b. The SA shall calculate, withhold from the Settlement Payments, and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by Settlement Class Members for applicable employee taxes. The SA will issue appropriate tax forms, if required, to each such Settlement Class Member consistent with the foregoing breakdown. The SA shall also calculate and obtain from Defendant and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by employers for the wage portion of the Settlement Payments.

c. All Parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents, including Class Members and PAGA Members, regarding the tax treatment of payments under federal, state, or local law. In this regard, Defendant makes no representations regarding the taxability of the Settlement Payments and PAGA Payments.

d. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to Paragraph 51. Except as provided in Paragraph 51, each Party shall bear his, her, or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Actions. Class Counsel agrees that any allocation of fees between or among each of the Class Counsel or among the Class Counsel and any other attorney that may be representing Named Plaintiffs or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that no provision of this Agreement, and no written or oral communication or disclosure or other representation by Defendant and/or Released Parties is or was intended to be, nor shall be construed or be relied upon as, tax advice, and Named Plaintiffs, Class Members and PAGA Members shall not rely on Defendant and/or Released Parties for any tax advice with respect to the Settlement of this Actions.

e. The Named Plaintiffs will be issued IRS Form 1099s for any enhancement awards approved by the Court pursuant to Paragraph 51. The enhancement awards payable to the Named Plaintiffs shall be in addition to the Settlement Payments and PAGA Payments that they, as applicable, will receive.

54. Provisional Approval of Settlement. Named Plaintiffs shall file a motion in the Action and take all other action to request that the Court enter the Preliminary Approval Order based on an agreed-upon Settlement schedule, subject to Court approval:

a. Seeking class certification on the terms set forth in this Agreement solely for purposes of class settlement;

b. Preliminarily approving the proposed Settlement and this Agreement, including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiffs, PAGA Members, the SA, and the LWDA;

c. Preliminarily approving the appointment of the Named Plaintiffs as representatives of the Class for settlement purposes, if not otherwise accomplished by class certification;

d. Preliminarily approving the appointment of counsel for Named Plaintiffs as Class Counsel;

e. Appointing and approving a SA as chosen by the Parties and approved by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA Payment procedures required by this Agreement;

f. Approving the form of the Class Notice mutually agreed by the Parties;

g. Scheduling the Final Settlement Approval Hearing for consideration of Final Approval of this Agreement;

h. Requiring that any Class Members who object to the Settlement Agreement submit any objection to the SA postmarked by the end of the Exclusion Period or appear in person or by other Court approved means at the Final Approval Hearing, and that the Parties be given an opportunity to file written responses to any objection(s) with the Court;

i. Approving the procedure for Class Members to submit Opt Out Requests, and setting a date after which no Class Members shall be allowed to submit Opt Out Requests; and

j. Approving the procedure for Settlement Class Members to object to the Settlement.

Defendant shall not oppose Class Counsel's motions for preliminary approval and Final Approval of the Settlement so long as the motions and supporting papers are consistent with the terms of this Agreement. Class Counsel shall provide Defendant with an opportunity of no less than 5 court days to review and provide comments on the motions for preliminary and Final Approval of the Settlement before the motion and supporting papers are filed with the Court. The Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by both Parties, and the Court may award less than the amounts listed in paragraph subparts 52a through 52d without impacting the validity and enforceability of this Agreement.

55. Notice Procedure.

a. Settlement Administrator. The Parties have selected Phoenix Class Action Administration Solutions or a mutually agreeable third-party Settlement Administrator (or "SA") to distribute the Class Notice and the Settlement Payments and PAGA Payments and handle the tax reporting and field questions with a hotline. The SA (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendant; (b) not disclose the PII to Class Counsel, Named Plaintiffs, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

b. Class Member Data. Within thirty (30) days after filing of the Preliminary Approval Order, Defendant shall provide to the SA a list of Class Members and PAGA Members that identifies for each Class Member/PAGA Member, his/her Social Security number, last-known address, class Workweeks Worked, and PAGA Workweeks Worked. Defendant agrees to consult with the SA as required to provide the list in a format reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information upon completion of the Settlement Administration process.

56. Class Notice. The SA will send to each Class Member and PAGA Members by First-Class U.S. Mail the Class Notice, which includes information on how Class Members may opt out of or Object to the Settlement and a procedure by which a Class Member may challenge the number of Workweeks Worked identified on his/her Class Notice. The Named Plaintiffs will seek approval of language in the Class Notice in the motion for preliminary approval and will seek permission for the Parties in conjunction with the SA to be able to correct immaterial errors on these forms or other mailed materials without approval from the Court, provided the changes do not alter the preliminary approval by the Court.

a. Settlement Administrator Duties. Prior to mailing the Class Notice, the SA will update the addresses for the Class Members and PAGA Members using the National Change of Address database and other available resources deemed suitable by the SA. To the extent this process yields a different address from the one supplied by Defendant ("Updated Address"), that Updated Address shall replace the address supplied by Defendant ("Last Known Address") and be treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings. The Settlement Administrator shall be permitted to provide notices and communicate to the Class and PAGA Members in a format and statement to be provided to the Court, which Named Plaintiffs will submit in conjunction with the motion for preliminary approval and/or motion for Final Approval.

b. Notice Procedure. Within seven (7) days after receipt of the above information from Defendant, the SA shall send the Class Notice to each Class Member's and PAGA Member's Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

c. Exclusion Period. Class Members will have forty-five (45) days from the postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt Out Requests, with proof of date of submission to be the postmark date of the completed Opt Out Request. Class Members will also have forty-five (45) days to object to the Settlement by submitting a written objection with the SA that sets forth the basis of the objection pursuant to paragraph 58, which the SA shall submit to the Parties within 10 days after the end of the Exclusion Period, and Class Counsel shall submit to the Court. Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

d. <u>SA Follow-up efforts.</u>

i. The SA shall re-mail by First-Class U.S. mail the Class Notice returned by the Post Office with a forwarding address and shall re-mail by First-Class U.S. mail the Class Notice to any Class Member/PAGA Member who personally provides an updated address to the SA.

ii. In the event that the first mailing of the Class Notice to any Class Member/PAGA Member is returned without a forwarding address, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Defendant and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a second round of mailings of the Class Notice by First-Class U.S. mail within an agreed number of days for those forms returned to sender. If no new information is ascertained by means of a skip trace, or if the Class Notice is returned to SA after using an address obtained from a standard skip trace, the SA will immediately perform a manual "in-depth skip trace" to locate a more recent or accurate address. If an Updated Address is identified by this method, the SA will resend the Class Notice to the Updated Address within three (3) days of identifying the Updated Address.

e. <u>Documenting Communications</u>. The SA shall date stamp documents it receives, including Opt Out Requests, Objections and any correspondences and documents from Class Members/PAGA Member.

f. <u>Settlement Administrator Declaration</u>. At least ten (10) days prior to the filing of the motion for final approval, the SA shall prepare, subject to Class Counsel's/PAGA Member's and Defendant's input and approval, a declaration setting forth the due diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing and re-mailing efforts, and the Class Members' and PAGA Member's responses to those mailing and provide additional information deemed necessary to approve the settlement.

g. SA Written Reports. Each week during the Exclusion Period, the SA shall provide the Parties with a report listing the number of Class Members that submitted Opt Out Requests and Objections. Within seven (7) days of the close of the Exclusion Period, the SA will provide a final report listing the number of Class Members who submitted Opt Out Requests or Objections.

h. SA Calculations of Settlement Payments. Within seven (7) days after resolving all challenges made by Settlement Class Members, and following the Final Approval Order, the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be made to Settlement Class Members and PAGA Members. After receiving the SA's report, Class Counsel and Defendant's counsel shall review the same to determine if the calculation of payments to Settlement Class Members/PAGA Members is consistent with this Agreement and shall notify the SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class Counsel and Defendant's Counsel with a final report listing the amount of all payments to be made to each Settlement Class Member from the NSA and listing the amount of all payments to be made to each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide information that is requested and approved by both Parties regarding its duties and other aspects of the Settlement and that is necessary to carry out the terms of the Settlement.

57. Requirements for Recovery of Settlement Payments.

a. Class Members. No claim form is necessary to participate in the Settlement. Unless a Class Member submits a valid and timely Opt Out Request (as described in paragraphs 20 and 57d and **Exhibit B**), a Class Member who takes no action will be a Settlement Class Member, bound by the Judgment, and will receive a payment from the NSA. All Class Members except for those who timely and validly opt out of the Settlement shall be bound by the release of Settled Claims in this Agreement. All PAGA Members shall be bound by the release of Settled PAGA Claims in this Agreement.

b. Late Submissions. The SA shall not accept as valid any Opt Out Request postmarked after the end of the Exclusion Period, absent agreement from both Parties or order of the Court. It shall be presumed that, if an Opt Out Request is not postmarked on or before the last day of the Exclusion Period, the Class Member did not return the Opt Out Request in a timely manner.

c. Challenges. Class Members will have the right to challenge the number of Workweeks Worked allocated to them. The following challenge procedure will be established for the Class Member to dispute information on which his/her payment amount is based: Challenges to the number of Workweeks Worked shall be sent directly to the SA at the address indicated on the Class Notice. A Class Member challenging the number of Workweeks Worked identified may also submit documentary evidence in order to prove the number of Workweeks Worked during the Class Period. Defendant shall have the right to respond to the challenge by any Settlement Class Member. No challenge to the number of Workweeks Worked will be accepted unless sent by U.S. mail within forty-five (45) days from the initial mailing of the Class Notice by the SA, with proof of date of submission to be the postmark date unless ordered by the Court. Additional time may be provided to a Class Member only upon a showing of good cause and within an amount of time determined by the SA that will not delay the distribution of Settlement Payments to other Class Members/PAGA Members and in no event beyond the date of filing of the motion for final approval. The SA will inform Class Counsel and Defendant's Counsel in writing of any timely filed challenges and will determine all such disputes after consulting with the Parties regarding the number of Workweeks Worked. Challenges will be resolved without hearing by the SA, who will make a decision based on Defendant's records and any documents or other information presented by the Class Member making the challenge, Class Counsel or Defendant. However, the Court retains the authority to review challenges and its determination, if any, is final and binding.

d. Opt-Out Procedure. Unless a Class Member timely opts out of the Settlement described in this Agreement **(see Exhibit A)**, he/she shall be bound by the terms and conditions of this Agreement and shall also be bound by the Final Judgment. A Class Member will not be entitled to opt out of the Settlement established by this Agreement unless he or she submits to the SA a request or notice of opting out via U.S. mail postmarked on or before the expiration of the

Exclusion Period. The request must be in writing on an Opt Out Request and include the Class Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the Settlement. Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

i. Upon receipt of any Opt Out Request within the Exclusion Period, the SA shall review the request to verify the information contained therein and confirm that the request complies with the requirements of this Agreement.

ii. Any Class Member who fails to submit via U.S. mail a timely, complete and valid Opt Out Request shall be barred from opting out of this Agreement or the Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a request to opt out of the Settlement absent agreement by both Parties.

iii. Class Members shall be permitted to rescind in writing their Opt Out Request by submitting a written rescission statement to the SA no later than the Effective Date and provided individual Settlement Payments can be recalculated to reflect the rescission.

iv. If more than 5% of the Class Members timely opt out of the Settlement, Defendant shall have the sole and absolute discretion to withdraw from this Agreement within ten (10) days after both expiration of the Exclusion Period and written notice from the SA of the final opt out rate. Defendant shall provide written notice of such withdrawal to Class Counsel. In the event that Defendant elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement, and the Agreement shall become null and void and have no further force or effect. In the event that Defendant exercise this option, it will be solely responsible for the Settlement Administrator's costs through the date of its election of the option.

58. <u>Objections to Settlement</u>. Any Settlement Class Member may object to the Settlement. Any such objection may be submitted to the SA in writing on or before the close of the Exclusion Period. Any such written Objection shall include: (1) the full name of the Settlement Class Member; (2) address of the Settlement Class Member; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the Final Approval Hearing. The Parties shall be

permitted to file responses to the Objection in addition to any motion for final approval documents. Settlement Class Members may also appear at the Final Approval Hearing to object. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or appeal from the Order granting final approval and/or Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

59. Final Fairness Hearing, Final Approval and Final Judgment.

a. Entry of Final Judgment. At the Final Approval Hearing, Named Plaintiffs will request, and Defendant will concur in said request, that the Court enter a Final Judgment.

b. Motion. Named Plaintiffs will draft and file a motion for final approval and for approval of any attorneys' fees and costs and enhancement award in conformity with any requirements from the Court and will take other action to request the entry of Final Judgment in accordance with this Agreement. The motion for final approval and corresponding paperwork will be subject to input and approval from Defendant and the proposed judgment finally approving the Settlement shall be subject to the input from and approval by Defendant, provided that Defendant shall have 7 days from receipt to provide such input. Defendant will concur in or not object to said request that the Court enter Final Judgment finally approving this Agreement. In conjunction with the motion for final approval, Class Counsel shall file a declaration from the SA confirming that the Class Notice and related forms were mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel, with the input and approval of Defendant, deems appropriate to provide to the Court.

c. Objections. Before and/or at the Final Fairness Hearing, Named Plaintiffs and Defendant, through their counsel of record, may address any written objections from Class Members or any concerns from Class Members who attend the hearing as well as any concerns of the Court.

d. Order. Named Plaintiffs will also draft and submit a proposed Order of Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to prior review, revision and approval by Defendant. The Parties shall take all reasonable efforts to secure entry of the Order of Final Approval and Final Judgment. If the Court rejects the Agreement, fails to enter the Order of Final Approval, or fails to enter the Final Judgment, even after good faith efforts by the Parties to meet and confer and remedy where agreement can be reached any perceived deficiencies in the Settlement, this Agreement shall be void *ab initio*, and Defendant shall have no obligation to make any payments under the Agreement, except for payments to the SA for services performed up to that time. The Named Plaintiffs will submit a proposed Order of Final Approval subject to the review and approval of Defendant that will contain provisions:

i. Wherein the Court enters Final Judgment, finding that this Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

ii. Affirms that each side will bear its own costs and fees (including attorneys' fees), except as provided by the Agreement, and that Defendant shall not be required to pay any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no event any amount above the GSA, except for employer-side taxes;

iii. That confirms the certification of the Class for purposes of Settlement;

iv. That finds that the Settlement Administration process as carried out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied the requirements of law and due process;

v. That rejects any Objections to the Settlement;

vi. That approves the settlement of PAGA Claims consistent with the Settlement;

vii. That retains Court jurisdiction after entry of judgment to oversee administration and enforcement of the terms of the Agreement; and

viii. That requires the Parties to carry out the provisions of this Agreement.

60. Post-Final Approval Requirements and Procedures. Following entry of the Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all Parties will support the Order of Final Approval and Final Judgment on appeal;

b. The Parties will assist the SA as needed or requested in the process of identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

c. Class Counsel will assist the SA as needed or requested in completing the distribution of any uncashed checks as directed by the Court; and

d. Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

61. Payment of Settlement. Defendant will deposit the Funding Payment into an account established by the SA within 30 days of the Effective Date. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made, the funds shall not be distributed until the challenge or other collateral attack is resolved in a manner that upholds the settlement in its entirety. The remittance of the Funding Payment to the SA shall constitute full and complete discharge of the entire monetary obligation of Defendant under this Agreement. No Released Party shall have any further monetary obligation or liability to Class Counsel, Named Plaintiffs, or Settlement Class Members under this Agreement after receipt by the SA of the Funding Payment.

a. The Parties agree that the Funding Payment will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1, *et seq.* of the income tax regulations. Furthermore, the SA is hereby designated as the "Administrator" of the qualified Settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that settlement fund and any tax-related expenses arising from any income tax returns or other reporting documents that may be required by the Internal Revenue Service, or any state or local taxing body will be paid from the Funding Payment by the SA.

b. The distribution of Settlement Payments to Settlement Class Members shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to have timely distributed Settlement Payments if it places said payment in the mail (First-Class U.S.). When the SA receives notice from Settlement Class Members that they have not received such Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery by other reasonable methods requested by such Settlement Class Members, provided that any and all requests for re-mailing shall be actually received and acknowledged by the SA before the 150-day deadline referenced in paragraphs 62 and 63 or will be deemed ineffective, and have no effect and the original mailed amount shall be deemed timely distribution of the Settlement Payment. The SA shall mail all Settlement Payments by the Settlement Proceeds Distribution Deadline. To comply with California Rules of Court, rule 3.771, settlement checks shall include the following language on the check: "A Court has approved settlement of the class action and PAGA representative actions and entered judgment for claims asserted in *Isaiah Morales v. Certus Pest, Inc. et al.*, Los Angeles County Superior Court Case No. 24STCV11212." No person shall have any claim against the SA, Defendant, Class Counsel, Defendant's counsel, or any other agent designated by Named Plaintiffs or Defendant based upon the distribution of Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

c. The distribution of attorneys' fees, costs, and the Named Plaintiffs' enhancement/general release awards shall occur no later than the payment date of the payment under the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments be made prior to the distribution of Settlement Payments to Settlement Class Members.

d. Upon Defendant's transfer of the Funding Payment and employer-side taxes to the SA, Defendant, the Released Parties, and Defendant's counsel shall have no further monetary liability or financial responsibility to Class Counsel or to any vendors or third parties employed by the Named Plaintiffs or Class Counsel in connection with the Actions.

e. Defendant shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible.

62. Settlement Class Members who are sent Settlement Payments shall have one hundred eighty (180) days after mailing by the SA to cash their settlement checks.

63. If such Settlement Class Members do not cash their checks within that one hundred eighty (180) day period set forth in paragraph 62, those checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of máiling shall, subject to Court approval, be distributed pursuant to the State Controller Unclaimed Property Fund, or as otherwise directed by California Code of Civil Procedure section 384 and as ordered by the Court. The Parties agree that, if the remaining funds are not able to be distributed to the State Controller Unclaimed Property Fund and if a *cy pres* fund is required, subject to Court instruction, that the SA shall forward the entire amount of any amounts remaining from uncashed checks, plus any interest that has accrued thereon, to CASA – Court Appointed Special Advocates, an entity in which the Parties all acknowledge that they have no financial interest. In such event, those Settlement Class Members will be deemed to have waived irrevocably any right in or claim to a Settlement Payment subject to their rights, if any, to recover the Settlement Payments from the Unclaimed Property Fund if ordered or otherwise will be extinguished. Settlement Class Members who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

64. The SA shall keep Class Counsel and Defendant's counsel apprised of all distributions from the GSA. Upon completion of administration of the Settlement, the SA shall provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel.

65. Binding Effect of Agreement on Settlement Class Members and PAGA Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall

be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by the Court's Order of Final Approval and Final Judgment. As set forth more fully in paragraph 69, if the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all documents setting out its terms shall be inadmissible in further litigation of this Actions or any other case.

66. Non-Interference with Opt Out Procedure. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit Opt Out Requests or objections to the Settlement or to appeal from the Final Judgment.

67. Waiver of Appeal. Subject to preliminary and Final Approval of this Settlement, all Class Members, except those Class Members who make timely and valid objections pursuant to the terms of this Agreement, expressly waive the right to appeal.

68. Preliminary Timeline for Completion of Settlement. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections below. This schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the Class and PAGA Members and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

a. Preliminary Approval Hearing as permitted by the Court;

b. Defendant to provide information described in paragraph 56 b (name, address, dates of employment, etc.) no later than thirty (30) days after filing of the Preliminary Approval Order;

c. The SA to mail the Class Notice by U.S. First Class mail to Class Members and PAGA Members by approximately fourteen (14) days after receipt from Defendant of the information described in the preceding subparagraph;

d. The SA to conduct trace/search efforts and send a follow up mailing, no later than ten (10) days after initial mailing, to individuals whose Class Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated;

e. Opt Out Requests and Objections to the Settlement must be postmarked no later than forty-five (45) days after the date of initial mailing of the Class Notice;

f. The SA will provide to the Parties, and to the Court as directed by the Parties, information regarding Opt Out Requests and written objections or statements of intention to object to the Settlement received from Class Members within seven (7) days of the close of the Exclusion Period;

g. Class Counsel will file a timely motion for final approval of the Settlement and a separate application for award of attorneys' fees and costs and an enhancement award to the Named Plaintiffs by the date set by the Court, or if no date is set, at least sixteen (16) court days prior to the scheduled Final Approval Hearing date;

h. The Parties will request a Final Approval Hearing before the Court within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the Court will hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment Defendant shall remit the Funding Payment to the SA.

i. Settlement Payments to Settlement Class Members, including the Named Plaintiffs, and payments to Class Counsel for litigation costs and expenses and awarded attorneys' fees, and the enhancement award to Named Plaintiffs, and payment to the LWDA shall be made by the Settlement Proceeds Distribution Deadlines by mailing of checks by First Class U.S. mail or by wire (as to Class Counsel's payments only).

69. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Actions, as if the Parties had never entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties

hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Actions or otherwise in any other proceeding.

70. No Injunctive Relief. The Parties agree that the Settlement does not include injunctive relief against Defendant or the Released Parties.

71. Confidentiality and Non-Disparagement.

a. Parties and their counsel will keep the Settlement confidential, through the filing of Plaintiffs' Motion for Preliminary Approval, but the Parties will be able to disclose to the Court, when and as necessary before preliminary approval, that they have reached an agreement in principle, subject to completion of a final Agreement and Court approval.

b. Following the Court's order granting the Parties' Motion for Preliminary Approval, the Parties and their counsel agree to make no comments to the media or otherwise publicize the terms of the settlement on any social media or websites, except that Class Counsel may post on its firm website: "The Firm settled a class action and PAGA case with a pest control company for $850,000.00."This provision shall not restrict Class Counsel from responding to inquiries posed by Class Members. Further, Class Counsel may include the case name, number, and settlement information in declarations in other cases to set forth their qualifications as class counsel.

c. Named Plaintiffs and Class Counsel agree to maintain the confidentiality of any documents produced, formally or informally, during the course of the Actions. Named Plaintiffs and Class Counsel agree to return to Defendant's counsel or destroy, at their option, any information designated as confidential during the course of the Actions, including but not limited to any information and/or documents provided to Class Counsel for purposes of mediation.

d. Defendant shall direct all inquiries by the Class to the SA, which shall provide general information about the lawsuit, including responding to questions about the lawsuit, by providing neutral information about the agreement consistent with the Agreement.

e. Defendant agrees that it will adopt a neutral reporting policy regarding any future employment inquiries related to Named Plaintiffs. Thus, in the event that any potential or future employers should inquire regarding Defendant's employment of Named Plaintiffs, they will be informed only of the relevant Named Plaintiff's dates of employment with Defendant, job title(s) during their employment with Defendant, and starting and final rates of pay.

72. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and provisions in this Agreement are not mere recitals but are deemed to constitute contractual terms. The Court may allocate less to the Named Plaintiffs, Class Counsel, and/or the LWDA than indicated in paragraph 51 without impacting the validity and enforceability of the Agreement. The Court may allocate less to the SA than indicated in paragraph 51 provided the actual amount spent by the SA is less than the maximum set forth in that Paragraph. Without limiting the generality of the foregoing, if this Agreement is terminated for failure to satisfy any material terms or material conditions of this Agreement:

a. Defendant shall not be obligated to create or maintain any type of settlement fund, and shall not be obligated to make any Settlement Payment to any Class Member, PAGA Member and/or any payment to Class Counsel or to the Named Plaintiffs.

b. The Agreement and all negotiations, Court orders and proceedings relating thereto shall be without prejudice to the rights of the Named Plaintiffs, PAGA Members, Class Members, and Defendant, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Actions or any other litigation;

c. Defendant will not have waived, and instead expressly reserves, its right to challenge the continuing propriety of class certification for any purpose; and

d. To the extent one exists, the Preliminary Approval Order shall be vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any way for any purpose in connection with any further proceedings in this Action or any related action, including class certification proceedings.

73. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-

Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be sent via electronic mail.

74. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

75. Ongoing Cooperation. Named Plaintiffs and Defendant, and each of their respective counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and proper to effectuate and implement the terms of this Agreement, including but not limited to drafting and submitting the Motions for Preliminary and Final Approval, and defending the Agreement and Final Judgment against objections and appeals. Plaintiffs shall, as necessary, properly and completely take all steps, including but not limited to submitting any required documents to the Labor Workforce Development Agency and take any other actions necessary to resolve the Released PAGA Claims pursuant to this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

76. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

77. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives, including the Released Parties.

78. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between Named Plaintiffs and the Class Members/PAGA Members on the one hand, and Defendant and Released Parties on the other hand, with respect to the

Settlement of the Actions and the Settled Claims against the Released Parties, including Defendant. This Agreement supersedes any and all prior oral or written understandings, agreements and arrangements between the Parties with respect to the Settlement of the Actions and the Settled Claims against the Released Parties. Except those set forth and included expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the Settlement of the Actions and the Settled Claims/Settled PAGA Claims against the Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

79. Execution in Counterparts. This Agreement may be signed in one or more counterparts. A scanned facsimile shall be treated as an original signature for all purposes. All executed copies of this Agreement, and photocopies thereof (including facsimile or email copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

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

81. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

82. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and Rule 3.769, Cal. Rules of Court, for purposes of interpreting and enforcing the terms of this Agreement.

83. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more

strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

84. Warranties and Representations. With respect to themselves, each of the Parties to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement, and (b) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Agreement, except that the Parties understand that the Named Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement is approved by the Court.

85. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by this Agreement.

86. Authorization by Named Plaintiffs. Named Plaintiffs agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and of no force or effect.

IT IS SO AGREED:

Dated: 0915, 2025

Signed by:
Isaiah Morales
2A80266C80394A5...

Plaintiff Isaiah Morales
Named Plaintiff/Class and PAGA Representative

Dated: 9/15/2025, 2025

DocuSigned by:

8B5F0091C1EE4E0

Plaintiff Jose Smith
Named Plaintiff/Class and PAGA Representative

Dated: 9/12/2025, 2025

Certus Pest, Inc.

By: Dave Bradford
Chief Executive Officer

Settlement Agreement (Morales v Certus) - FINAL

Final Audit Report 2025-09-12

Created:	2025-09-12
By:	Dawn Hammond (dawn.hammond@certuspest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApkuPe-ZpVuRvlyy0UFcwLjVm9yJv2VXZ

"Settlement Agreement (Morales v Certus) - FINAL" History

Document created by Dawn Hammond (dawn.hammond@certuspest.com)
2025-09-12 - 1:17:10 PM GMT

Document emailed to Dave Bradford (dave.bradford@certuspest.com) for signature
2025-09-12 - 1:20:33 PM GMT

Email viewed by Dave Bradford (dave.bradford@certuspest.com)
2025-09-12 - 1:20:42 PM GMT

Document e-signed by Dave Bradford (dave.bradford@certuspest.com)
Signature Date: 2025-09-12 - 7:28:12 PM GMT - Time Source: server

Agreement completed.
2025-09-12 - 7:28:12 PM GMT

EXHIBIT A

Isaiah Morales and Jose Smith v. Certus Pest, Inc. et al., Los Angeles County Superior Court Case No. 24STCV11212

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES WHO WORKED FOR DEFENDANT CERTUS PEST, INC. IN CALIFORNIA AT ANY TIME FROM OCTOBER 23, 2019, TO MAY 13, 2025.

PLEASE READ THIS NOTICE CAREFULLY, AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because the records of Defendant Certus Pest, Inc. ("Defendant") reflect that you are or may be a class member in a pending class action entitled: *Isaiah Morales and Jose Smith v. Certus Pest, Inc. et al.,* Los Angeles County Superior Court Case No. 24STCV11212 (the "Action"), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Class Action Settlement Agreement ("Settlement"). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on May 3, 2024, on behalf of Plaintiff Isaiah Morales, who was subsequently joined by Plaintiff Jose Smith ("Named Plaintiffs"), and other similarly situated current and former employees of Defendant. The Action, as amended, pleads class allegation claims against Defendant for: (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) violation of labor code § 221; (7) violation of labor code § 204; (8) violation of labor code § 203; (9) failure to maintain accurate records; (10) failure to reimburse business expenses; (11) failure to pay all sick time; (12) violation of the unfair competition law; and (13) violation of the Private Attorneys General Act ("PAGA"). Named Plaintiffs seek to recover various damages and costs and penalties, including unpaid wages, restitution (including under California Business and Professions Code section 17200 *et seq.*), interest, penalties (including under PAGA), and attorneys' fees and costs. A copy of the operative complaint is on file with the Court.

Defendant denies each and all of the claims and contentions alleged by Named Plaintiffs. Defendant believes strongly that it has multiple valid defenses to the claims and that its employees have been properly paid and treated in accordance with the law. Absent the Settlement, Defendant would contest the lawsuit vigorously. By agreeing to this Settlement, Defendant is not admitting that it has any liability. Conversely, Named Plaintiffs believe they would prevail on the claims that are subject to the Settlement.

After engaging in formal and informal discovery and an all-day mediation before an experienced mediator, Kelly A. Knight, Esq., and follow up negotiations, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on _______. Named Plaintiffs and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by Named Plaintiffs or Defendant's defenses are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and any final determination of those issues will be made at the final hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as a class action.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff Isaiah Morales and Plaintiff Jose Smith are the Class Representatives or Named Plaintiffs in the Action, and have asserted claims on behalf of themselves and the class. Defendant Certus Pest, Inc. is the Defendant. A class action allows one court to resolve all of the issues in a lawsuit for all class members who do not choose to exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period, other than those who opt out (as discussed below). The "Class Period" is defined as the period from October 23, 2019 to May 13, 2025. This group individually and collectively will be referred to as "Class Members."

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant will pay a maximum "Gross Settlement Amount" in the amount of $850,000.00 in exchange for: the release by Settlement Class Members of Settled Claims (defined below) against it and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- Individual Settlement Allocation: $_______ shall be allocated to Settlement Class Members and referred to in this notice as the "Net Settlement Amount" or "NSA." Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically, which will be referred to in this notice as the "Individual Settlement Allocation." The Individual Settlement Allocation will be calculated by dividing the number of workweeks reflected in the company's records for you during the Class Period by the total workweeks worked by all Settlement Class Members during the Class Period as reflected in company records. Workweeks worked shall be determined by the Settlement Administrator based on data to be provided by Defendant, as may be modified by the Settlement Administrator's or Court's resolution of any challenges.

- PAGA Payment and PAGA Allocation: Of the Total Settlement Amount, $40,000.00 shall be paid for the PAGA claims. "PAGA Allocation" is the $10,000.00 (*i.e.*, the remainder after subtracting the $30,000.00 allocated to the LWDA from the $40,000.00 total amount allocated to the PAGA settlement) divided by the total number of PAGA Workweeks Worked credited to all PAGA Members. Each PAGA Member's PAGA Payment is equal to the PAGA Workweek Rate (the amount yielded from dividing the PAGA Allocation by the total of all Workweeks Worked credited to all PAGA Members during the PAGA Settlement Period) multiplied by his or her individual PAGA Workweeks Worked pursuant to the records of Defendant.
    - Your estimated individual payment is:
        - Your total estimated Workweeks is [XXXXX]. Based on that, your anticipated approximate Individual Settlement Payment is $_______.
        - Your total estimated PAGA Workweeks is [XXXX]. Based on that, your anticipated approximate Individual PAGA Payment $_______.

  Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Settled Claims against Defendant or any other Released Parties.

- Enhancement Payment: Named Plaintiffs will request an award not to exceed $10,000.00 each in recognition of their work in this Action on behalf of the Class and general releases of all of their individual claims.

- Attorney's Fees and Expenses Payment: Class Counsel (listed below) will seek a total amount of money not to exceed $283,333.33, to be paid in accordance with the Settlement for any and all attorney's fees, as well as a total amount not to exceed $50,000.00 in litigation costs and expenses relating to the Action.

- Settlement Administration: The cost of settlement administration will not exceed $7,950.00, which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.

- PAGA Penalty Payment: Pursuant to California Labor Code Section 2698, *et seq.,* known as the Private Attorney General Act or "PAGA", the Parties designate $40,000.00 of the Gross Settlement Amount as payment for Named Plaintiffs' claims on their own behalf, on behalf of the State of California, and on behalf of all employees for penalties under the PAGA. Defendant shall pay seventy-five percent (75%) of that amount, or $30,000.00, to California's Labor & Workforce Development Agency ("LWDA"). The remainder shall be divided among aggrieved employees, and you will not be able to opt out or exclude yourself from this portion of the settlement.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your respective heirs, executors, administrators, personal representatives, successors and assigns irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue claims, whether known or unknown, against) any and all Released Parties from any and all Settled Claims.

"Released Parties" means Defendant and its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by Defendant, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

"Settled Claims" means all causes of action and claims, charges, complaints, liens, demands, that were alleged or reasonably could have been alleged based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint which occurred during the Class Period, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay (including any theory of failure to pay any and all wages for all time worked); (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to pay wages upon termination; (g) failure to maintain records; (h) paid sick leave and/or supplemental paid sick leave; (i) violations of the California Business & Professions Code §§ 17200 et seq. These claims include California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1, 1174, 1174.4, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2810.5, and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200, et seq. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, or lawsuits whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California Business and Professions Code section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Settled Claims" expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

"Settled PAGA Claims" means any and all claims for civil penalties and any other available relief under the California's Private Attorney General Act or PAGA (California Labor Code §§ 2698 *et seq.*) that were alleged or reasonably could have been alleged based on the allegations, facts, statutory citations, and legal theories in the operative complaint and Plaintiffs' PAGA Notices to the LWDA which occurred during the PAGA Period.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT ALLOCATION?

To receive your Individual Settlement Allocation, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Allocation will be mailed to the address on file.

Once you receive your Individual Settlement Allocation, you shall have One Hundred and Eighty (180) calendar days after mailing by the Settlement Administrator to cash your Settlement checks. If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within One Hundred and Eighty (180) days of mailing shall be delivered to the State Controller's Office Unclaimed Wage Fund or as otherwise directed by the Court.

Neither Defendant, nor any Released Party, offers tax advice regarding this Settlement. You may want to consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Allocation. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendant or any other Released Party.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement other than the release of PAGA claims. To do so, you must fill out and submit the Opt Out Form included in this packet to the Settlement Administrator at the following address: ______________________________________. To be valid, the opt out form must be: (1) filled out by you; (2) signed by you; and (3) postmarked or fax stamped by [45 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled Claims. The opt out form will not impact your inclusion in the settlement and release of claims under the PAGA.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement other than related to the PAGA. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). Your objection will be considered so long as you submit a written objection as set forth below or appear at the Final Approval Hearing. The Final Approval Hearing is scheduled to take place on _____________, 2025, at ____ a.m. in Department [DEPT] of the [COURT], located at the address below. The hearing may be continued (moved to another date) without further notice to you.

If you wish to object, you may a written objection to the Settlement Administrator at the following address: ______________________________. To be valid, the written objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the objection; and (4) if the Class Member intends to appear at the Final Approval Hearing. A Class Member who wishes to object in writing must submit his or her objection to the Settlement Administrator no later than [45 days after mailing date]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents.

<table>
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CLASS COUNSEL

For Plaintiff Jose Smith
BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq.
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Tel: (310) 975-1493

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Joshua S. Falakassa
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For Plaintiff Isaiah Morales
D.LAW, INC.
Emil Davtyan, Esq.
David Yeremian, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
450 N Brand Blvd., Ste 840
Glendale, CA 91203
Telephone: (818) 962-6465

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DEFENDANT'S COUNSEL

LITTLER MENDELSON, P.C.
Jon M. Miller, Esq.
Ian G. Robertson, Esq.
18565 Jamboree Road, Suite 800
Irvine, CA 92612

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THE COURT

Los Angeles County Superior Court
Spring Street Courthouse
Dept. 1, Hon. Stuart M. Rice
312 North Spring Street
Los Angeles, CA 90012

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The Court has decided that the law firms listed above under "CLASS COUNSEL" are qualified to represent the Settlement Class Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Allocation and will be barred from pursuing the Settled Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered, and you will remain part of the PAGA settlement.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement and PAGA members whether or not they receive or timely cash their Individual Settlement Allocations. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims and PAGA Members from pursuing released PAGA claims. The Class Action Settlement Agreement and Stipulation on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Los Angeles County Superior Court listed above as "THE COURT." In addition, you may obtain these records on the Los Angeles County Superior Court's website at https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil by entering case number "24STCV11212" into the "CASE NUMBER" box and click "SEARCH."

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in "CLASS COUNSEL" or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

You may also obtain information about the Settlement at [website URL].

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

Isaiah Morales v. Certus Pest, Inc. et al., Los Angeles County Superior Court Case No. 24STCV11212

OPT-OUT FORM

ONLY USE THIS FORM IF YOU DO NOT WANT TO BE PART OF THE SETTLEMENT CLASS

Note: IF YOU REQUEST TO BE EXCLUDED (I.E. "OPT OUT" OF) THE SETTLEMENT, YOU WILL NOT RECEIVE ANY CLASS ACTION MONEY FROM THE PROPOSED SETTLEMENT.

You may Opt Out of the proposed Settlement by signing, completing and mailing this Opt Out Form to the address below.

I, (Type or Print Name) ____, hereby elect to be excluded from the settlement class in the above-referenced case. I understand that by requesting to be excluded, I will not receive any benefit from the Settlement for the class action claims, but that this will not exclude me or otherwise impact my inclusion in the PAGA Settlement, as explained in the class notice I received.

Signature: ____

Dated: ____

Any Other Names Used While Employed by Certus Pest, Inc.: ___________________

Address: ____

City, State and ZIP Code: ____

Telephone No.: ____

Please mail this Opt-Out Form to the Claims Administrator at the address listed below. The address of the Claims Administrator is:

[List claims administrator information]

Deadline: Your completed Opt Out Form must be postmarked by [INSERT DATE] in order for you to be excluded from the settlement class.

EXHIBIT C

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Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
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Facsimile: (818) 962-6469

Attorneys for Plaintiff
ISAIAH MORALES, on behalf
of himself and others similarly situated

Additional Counsel Listed on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISAIAH MORALES, an individual, JOSE SMITH, an individual, on behalf of themselves and others similarly situated, Plaintiff, v. CERTUS PEST, INC., a Delaware stock corporation; GOPHER PATROL, a California business entity form unknown; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV11212 <u>Assigned For All Purposes To:</u> Hon. Theresa M. Traber **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE** Date: January 14, 2026 Time: 10:30 a.m. Dept.: 1 Complaint Filed: May 3, 2024

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Attorneys for Plaintiffs Jose Smith,
on behalf of himself and others similarly situated

Having considered the Parties' Class Action Settlement Agreement and Stipulation (the "Stipulation of Settlement"), the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents,

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Stipulation of Settlement. The settlement appears to be fair, adequate and reasonable to the Class. Based on a review of the papers submitted by Plaintiffs ISAIAH MORALES and JOSE SMITH ("Named Plaintiffs"), the Court finds that the Settlement is the result of arms-length negotiations conducted after Class Counsel had adequately investigated the claims and become familiar with the strengths and weaknesses of the claims. For purposes of this Order, the Court adopts and incorporates all definitions set forth in the Settlement Agreement. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

2. For settlement purposes only, the Court conditionally certifies the following class:

> All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period. The Class Period is defined as the period from October 23, 2019 to May 13, 2025. ("Class Members") ("Class Period").

3. The settlement of class-action related claims and settlement of claims under the Private Attorney General Act ("PAGA") set forth in the Stipulation of Settlement between Named Plaintiffs and Defendant CERTUS PEST, INC. ("Defendant") is preliminarily approved as it appears to be proper, to fall within the range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

4. For settlement purposes only, the Court appoints Named Plaintiffs as Class Representatives and Named Plaintiffs' counsel, Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., Joshua S. Falakassa, Esq. of Falakassa Law, P.C., and Emil Davtyan, Esq., David Yeremian, Esq., Alvin B. Lindsay, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc., as Class Counsel.

5. The Court approves Phoenix Class Action Administration Solutions to act as the Settlement Administrator.

6. The Court approves, as to form and content, the Notice of Proposed Class Action Settlement (the "Class Notice") attached as **Exhibit "A"** to the Stipulation of Settlement and finds that the Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the proposed settlement terms and of their options, including: (a) the nature of the action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (b) Named Plaintiffs' and Class Counsel's applications for the class representatives' enhancement award, and Class Counsel's request for attorneys' fees and litigation costs; (c) a formula used to determine the Class Member's estimated payment; (d) Settlement Class Members' rights to appear through counsel if they desire; (e) how to object to the Settlement or submit an opt-out request if a Class Member wishes to do so; and (f) how to obtain additional information regarding the action and the Settlement. Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents.

7. The Court approves the procedure for Class Members to participate in, request exclusion from, or object to, and preserve appeal rights as set forth in the Stipulation of Settlement and the Class Notice.

8. The Court finds that the deadlines and method set forth in the Stipulation of Settlement for the mailing of the Notice meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law and due process.

9. Defendant is directed to provide the Settlement Administrator, not later than thirty (30) days after the Preliminary Approval Date, an electronic database containing Class Member Data, as set forth in the Stipulation of Settlement.

10. The Court directs the Settlement Administrator obtain from Defendant the number of workweeks credited for each Class Member and PAGA Member and other information as necessary, perform address verification measures and mail the Class Notice by first class mail to the Settlement Class Members, and to otherwise carry out the Settlement according to the terms of the Settlement

Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

11. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to submit his or her written objection or Request to be Excluded, pursuant to the procedures set forth in the Class Notice.

12. The Court preliminarily approves the handling of unclaimed funds set forth in the Stipulation of Settlement as set forth in the Agreement.

13. In light of the binding nature of a PAGA judgment or settlement on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969, 985-986 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 6 2011), PAGA Members (whether or not they are settlement Class Members) shall receive their pro rata portion of the 25% of the PAGA Payment and will have been deemed to have fully released the PAGA Settled Claims. Even if the PAGA Member opts out of the Settlement, PAGA Members cannot opt out of receiving their pro rata portion of the 25% of the PAGA Payment.

14. A final approval hearing shall be held in this Court on ______________________ at ______________am/pm to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of service awards to the Class Representatives. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

15. Neither this Order, the Stipulation of Settlement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Stipulation of Settlement may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Stipulation of Settlement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against Defendant or any of the Released Parties in any court, administrative agency or other tribunal for any purpose

whatsoever other than to enforce the provisions of this Order, the Stipulation of Settlement, or any related agreement or release.

16. The Court may, for good cause shown, extend any of the deadlines set forth in this Order.

17. Pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are stayed and suspended until further order of this Court. Pending the Final Fairness and Approval Hearing, Named Plaintiffs and the Class Members are hereby enjoined from prosecuting the Released Claims against Defendant or the Released Parties.

18. The Court recognizes that certification under this Order is for settlement purposes only and shall not constitute or be construed as a finding by the Court, or an admission on the part of Defendant or any of the Released Parties, of any fault or commission with respect to any claim or that this action is appropriate for class treatment for litigation purposes. Entry of this Order is without prejudice to the rights of Defendant or any of the Released Parties to oppose class certification in this action, should the proposed Settlement not be granted final approval.

19. In the event that the Stipulation of Settlement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: ____________________ ______________________________________
HON. THERESA M. TRABER

EXHIBIT 2

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Attorneys for Plaintiffs Jose Smith,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISAIAH MORALES, an individual, JOSE SMITH, an individual on behalf of themselves and others similarly situated, Plaintiffs, vs. CERTUS PEST, INC., a Delaware stock corporation; GOPHER PATROL, a California business entity form unknown; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV11212 CLASS ACTION Assigned for All Purposes To: Hon. Stuart M. Rice Dept.: 1 **DECLARATION OF JODEY LAWRENCE IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Original Complaint Filed: May 3, 2024 FAC Filed: July 9, 2024 Trial Date: None Set

DECLARATION OF JODEY LAWRENCE

I, Jodey Lawrence, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions ("Phoenix"), as President of Business Development.

3. I personally have over sixteen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interests in nor affiliation with the Parties or their counsel in the matter of *Isaiah Morales and Jose Smith v. Certus Pest, Inc.,* also has no actual or potential conflicts of interest with the Class.

Qualifications and Experience as an Administrator

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A.**

6. Phoenix has extensive experience administering class action matters and has been appointed as the administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage-and-hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class action matters through final approval and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administrating complex class action matters. This includes: (a) preparing, translating, printing, mailing and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (8) tax management, filings, and account reconciliation.

/ / /

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Class Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

a. Phoenix's Business Continuity Policy;

b. Phoenix's Disaster Recovery Plan;

c. Phoenix's Incident Response Plan;

d. Phoenix's Personal Computer Security Policy;

e. Phoenix's Data Archiving and Retention Policy;

f. Phoenix's Personnel Security Policy;

g. Phoenix's Risk Assessment;

h. Phoenix's Service Provider Risk Assessment;

i. Phoenix's Classification and Access Rights Policy;

j. Phoenix's Password Policy;

k. Phoenix's Certification of Destruction; and

l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of $2,000,000, in addition to cyber insurance policy, with a limit of liability of $3,000,000.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of all Class Members through the National Change of Address Database ("NCOA") to determine any updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is returned as undeliverable, Phoenix will attempt to obtain a current address for the Class Member to whom the returned Class Notice had been mailed within three (3) calendar days of receipt of the returned Class Notice by undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Class Notice to the Class Member. Furthermore, any Class Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be promptly remailed to the forwarding address affixed thereto.

13. Phoenix's costs are reasonable and competitive when compared to the industry.

14. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

a. Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing and Remailing costs.

b. Hourly Cost: The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case

Management/Maintenance.

15. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true and correct copy of Phoenix's Will Not Exceed Total bid of $7,950 is attached hereto as **Exhibit B.**

16. Phoenix will establish a case specific website where relevant case-related settlement documents will be accessible, including the judgment. The websites URL (Uniform Resource Locator) will be:

www.Phoenixclassaction.com/ Morales-Smith-v-CertusPest

I declare that under the penalty of perjury under the laws of the United States and California the foregoing is true and correct. Executed on September 24, 2025 at Orange, California.

Jodey Lawrence

EXHIBIT A

CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867
800-523-5773
www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators, PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA,'s Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.

PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright
Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 **Fax**: 619.338.0308
www.psaclassaction.com

EXHIBIT B

EXHIBIT B

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	319
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	316
Subtotal Admin Only	**$7,950.00**

Not-to-Exceed Total $7,950.00

For 319 Class Members

Pricing Good for Scope of Estimate Only

June 16, 2025

Case: Morales v. Certus Pest, Inc., Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Marta Manus
Firm: DLaw
Contact Number: (818) 962-6465
Email: m.manus@d.law

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 319 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$142.50	1	$142.50
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$220.00	2	$440.00
		Total	**$1,114.50**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.50	319	$159.50
Notice Packet & Opt-Out Form	$1.25	319	$398.75
Estimated Postage (up to 2 oz.)*	$0.69	319	$220.11
Static Website	$250.00	1	$250.00
		Total	**$1,278.36**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$1.50	32	$47.85
Remail Notice Packets	$1.25	32	$39.88
Estimated Postage	$0.69	32	$22.01
Programming Undeliverables	$50.00	3	$150.00
		Total	**$424.74**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	2	$270.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$780.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$125.00	3	$375.00
Mail Class Checks *	$1.00	316	$315.81
Estimated Postage	$0.69	316	$217.91
		Total	**$1,798.72**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	3	$375.00
Remail Undeliverable Checks (Postage Included)	$1.50	16	$23.69
Case Associate	$50.00	2	$100.00
Reconcile Uncashed Checks	$75.00	3	$225.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$90.00	2	$180.00
Final Reporting & Declarations	$100.00	2	$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,250.00	1	$1,250.00
		Total	**$2,553.69**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$7,950.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 3

EXHIBIT 4

D.LAW, INC.
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David Yeremian (SBN 226337)
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Attorneys for Plaintiffs Isaiah Morales,
on behalf of himself and others similarly situated

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Attorneys for Plaintiffs Jose Smith,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISAIAH MORALES, an individual, JOSE SMITH, an individual on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

CERTUS PEST, INC., a Delaware stock corporation; GOPHER PATROL, a California business entity form unknown; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV11212

CLASS ACTION

Assigned for All Purposes To:
Hon. Stuart M. Rice

DECLARATION OF JARRETT GORLICK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Original Complaint Filed: May 3, 2024
FAC Filed: July 9, 2024
Trial Date: None Set

DECLARATION OF JARRETT GORLICK

I, Jarrett Gorlick, declare:

1. I am over the age of 18 and am not a party to this action. All the facts set forth in this declaration are within my personal knowledge, true and correct, and, if called upon to testify, I could and would competently and truthfully testify to the following:

2. I am a partner at Berger Consulting Group, LLC ("BCG") and have provided data analysis and damage exposure for over 3,000 cases. I have reviewed and analyzed data provided in numerous formats for multiple business types, including but not limited to retail, hospitals, logistics, finance, hospitality, technology, and manufacturing. My curriculum vitae is attached hereto as **Exhibit 1**. BCG was founded in 2013 and has been hired to provide expert analysis for more than 6,000 cases. BCG provides data and statistical analysis based on timekeeping records and other types of employee data.

3. I obtained a Bachelor of Arts degree in Economics and Psychology from the University of California, Santa Barbara in 2013. I received the Outstanding Scholastic Achievement in Economics award for graduating with the highest GPA in the department, graduated with High Honors, and completed the College of Letters and Sciences Honors Program. I hold the Certified Financial Planner designation, which required coursework in financial and data analysis, as well as accounting.

4. I testified as an expert witness in the following:

    1. *Rodriguez v. Dynamic Auto Images*, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
    2. *Cruz v. Talent Scale,* Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
    3. *Liggins v. GMRI,* Los Angeles Superior Court Case No. BC717321, Deposition 3/31/2022
    4. *Ortega v. Carson Wild Wings,* Los Angeles Superior Court Case No. BC677389, Deposition 1/6/2022
    5. *Cruz v. Dignity Health,* Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
    6. *Larson v. Mark Twain Medical Center,* Calaveras County Superior Court Case

No. 19CV44062, Deposition 11/18/2021

7. *Powell v. St Joseph's Medical Center,* San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. *Johnson v. Bakersfield,* Kern Superior Case No. BCV-19-102016, Deposition 10/25/2021
9. *Dawson v. GoHealth,* San Francisco Superior Case No. CGC-19-577790, Deposition 10/21/2021
10. *Torrez v. Del Taco,* Alameda Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. *Ortega v. Carson Wild Wings,* Los Angeles Superior Case No. BC677389, Deposition 9/9/2021
12. *Haaverson v. Tavistock Freebirds,* Alameda Superior Court Case No. RG19030716, Trial 8/19/2021
13. *Escamilla v. Ono Hawaiian BBQ,* Los Angeles Superior Court Case No. BC651992, Deposition 8/16/2021
14. *Nash v. Horizon Freight Services,* Northern District Court Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. *Harris v. Villa Del Rio,* Los Angeles Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. *Morgan v. Rohr,* Southern District Court Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. *Fortson v. COMPASS,* Alameda Superior Court Case No. RG16818319, Trial 5/17/2021
18. *Anderson v. Safe Streets,* Eastern District Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. *Christensen v. Carter's Retail*, Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. *Fortson v. COMPASS,* Alameda Superior Court Case No. RG16818319, Deposition 3/26/2021
21. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. *McCarty v. SMG,* Northern District of California Case No. 3:17-cv-06232-JD,

Deposition 2/4/2021

23. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. *Zarate v. La Pizza Loca,* Los Angeles Superior Court Case No. BC642655, Deposition 10/2/2020
26. *Cassiano Falero v. Southern California Pizza,* Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. *Hernandez v. Terminix International,* AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. *Hernandez v. Terminix International,* AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. *Martinez v. AA Meat Products,* Los Angeles Superior Court Case No. BC650944, Deposition 6/25/2020
30. *Shi v. J. Filippi Vintage Company,* San Bernardino Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. *Rosales v. Staples Contract and Commercial,* Los Angeles Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. *Anderson v. Safe Streets,* AAA Case No. 01-18-0004-3136, Arbitration 11/19/2019
33. *Anderson v. Safe Streets,* AAA Case No. 01-18-0004-3136, Deposition 10/30/2019
34. *Kelly v. High Desert Support Services,* San Bernardino Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. *Kelly v. High Desert Support Services,* San Bernardino Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. *Reed & Moore v. Aramark Uniform Services,* Alameda Superior Court Case No. RG168322314, Deposition 8/9/2019
37. *Gamboa v. Nelson Miller,* Los Angeles Superior Court Case No. BC658201, Deposition 4/2/2019
38. *Leyva v. SCPMG,* Los Angeles Superior Court Case No. BC621718, Deposition

7/26/2018

39. *Emard et al. v. Twin Cities Community Hospital,* AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. *McConville v. Renzenberger*, Central District of California Western Division Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. *Galeano v. Royal Laundry*, San Mateo Superior Court Case No. CIV534888, Deposition 10/12/2017

5. I was retained by Counsel for Plaintiff in the matter *Isaiah Morales v. Certus Pest,* Los Angeles County Superior Court Case No. 24STCV11212, to assist in evaluating the alleged wage and hour claims based upon putative class member data in preparation for a mediation that occurred in March 2025.

Sample Size and Extrapolation

6. Based on information from Counsel for Plaintiff and the data provided to me, I understand that complete data was provided for the putative class of approximately 289 individuals (at the time of the data production). I also understand that the putative class size increased to around 306 individuals by the end of the putative class period. Receiving and analyzing complete data for all individuals as of a particular date, as was done in this matter, is typical in my experience considering the size of the total population.

7. When we consider the complete population of putative class members, we were provided with data for approximately 94% of employees. The margin of error of this sample based on a 95% confidence level is approximately 1.4%, which is significantly lower than the 5% typically sought after in sampling. In addition, the margin of error of this sample based on a 99% confidence level is only 1.1%, which again is lower than the typical 5% sought after, though there is no predetermined sample size or margin of error that unequivocally determines validity. As stated by professor and statistician David Freedman regarding sample size: "There is no definitive statistical answer to this familiar question. Bigger samples have less sampling error. On the other hand, smaller samples may be easier to manage, and have less non-sampling error. Bigger samples are more expensive than smaller ones: generally, resource constraints will

determine the sample size."[1]

8. I may be asked to develop additional analyses, observations, and queries in connection with any data Counsel for Plaintiff provide after the date this declaration is signed. At that time, if appropriate, I will prepare a supplement to this declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this 17th day of June 2025 at Los Angeles, California.

Jarrett Gorlick

[1] D.A. Freedman. "Sampling" In the *Encyclopedia of Social Science Research Methods.* Sage Publications (2004) Vol. 3 pp. 986-990, M. Lewis-Beck, A. Bryman, and T.F. Liao, eds.

EXHIBIT 1

Jarrett Gorlick CFP®

(818) 903-8824 jarrett@bergerconsultinggroup.com

Professional Experience

Berger Consulting Group **2016-PRESENT**

Partner

- Create quantitative models and conduct quantitative analyses to assist attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2016
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff cases and classes with more than 40,000 employees
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel or other data formats like Microsoft Access databases
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets
- Produce detailed reports, write case analysis summaries explaining results, and provide expert testimony of my findings

LPL Financial **2013-2017**

Operations Manager

- Analyzed revenue data and created models to segment client base by revenue, Asset Under Management (AUM), and growth potential, facilitating annual AUM growth
- Developed the processes of repeatable, systematic investment research, securities trading, cash and client account management
- Implemented robust financial software, advancing data analysis and enhancing client recommendations via comprehensive financial plans

UCSB Extension **2016-2018**

Instructor of Investment Analysis and Strategic Business Development

- Designed course curricula and materials to facilitate business development and corporate finance education commensurate with the University of California
- Utilized group projects, exams, and both academic and professional experience-based learning to ensure students with varying levels of professional and academic experience attained valuable skills and knowledge

Professional Credentials

- CERTIFIED FINANCIAL PLANNER™

Education

UCSB **2013**

***Bachelor of Arts** (Honors Program; Double Major; Cumulative GPA: 3.83)*

- *Economics (Major GPA: 3.95), Psychology (Major GPA: 3.69)*
- *Honors:* Outstanding Scholastic Achievement in Economics for highest GPA in department, High Honors in College of Letters and Sciences, Dean's Honors List (8 quarters), United States Bowling Congress Scholarship

Additional

- *Computer Skills:* Excel/VBA/Pivot, Python/R, STATA/SPSS, SQL, Access, Omnipage PDF Converter, ABBYY FineReader, Adobe Acrobat Pro
- *Volunteer Work:* Support Partners In Education, Santa Barbara Community Environmental Council, Casa Esperanza homeless shelter, UCSB Alumni Association, various UCSB Research Colloquia

1. Rodriguez v Dynamic Auto Images, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. Cruz v Talent Scale, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. Liggins v GMRI, Los Angeles County Superior Court Case No. BC717321, Deposition 3/31/2022
4. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 1/6/2022
5. Cruz v Dignity Health, Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
6. Larson v Mark Twain Medical Center, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. Powell v St Joseph's Medical Center, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. Johnson v Bakersfield Memorial Hospital, Kern County Superior Court Case No. BCV-19-102016, Deposition 10/25/2021
9. Dawson v GoHealth, San Francisco County Superior Court Case No. CGC-19-577790, Deposition 10/21/2021
10. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 9/9/2021
12. Haaverson v Tavistock Freebirds, Alameda County Superior Court Case No. RG19030716, Trial 8/19/2021
13. Escamilla v Ono Hawaiian BBQ, Los Angeles County Superior Court Case No. BC651992, Deposition 8/16/2021
14. Nash v Horizon Freight Systems, United States Northern District of California Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. Harris v Villa Del Rio, Los Angeles County Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. Morgan v Rohr, United States Southern District of California Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Trial 5/17/2021
18. Anderson v Safe Streets, United States Eastern District of California Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. Christensen v Carter's Retail, United States Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
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21. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. McCarty v SMG, United States Northern District of California Case No. 3:17-cv-06232-JD, Deposition 2/4/2021
23. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. Zarate v La Pizza Loca, Los Angeles County Superior Court Case No. BC642655, Deposition 10/2/2020
26. Southern California Pizza Wage and Hour Cases, Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. Martinez v AA Meat Products, Los Angeles County Superior Court Case No. BC650944, Deposition 6/25/2020
30. Shi v J Filippi Vintage Company, San Bernardino County Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. Rosales v Staples Contract and Commercial, Los Angeles County Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Arbitration, 11/19/2019
33. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Deposition 10/30/2019

34. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. Reed & Moore v Aramark Uniform Services, Alameda County Superior Court Case No. RG16832314, Deposition 8/9/2019
37. Gamboa v Nelson Miller, Los Angeles County Superior Court Case No. BC658201, Deposition 4/2/2019
38. Leyva v SCPMG, Los Angeles County Superior Court Case No. BC621718, Deposition 7/26/2018
39. Emard v Twin Cities Community Hospital, AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. McConville v Renzenberger, United States Central District of California Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. Galeano v Royal Laundry, San Mateo County Superior Court Case No. CIV534888, Deposition 10/12/2017