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14 Attorneys for Plaintiff Patrick Dotan,  
 15 individually and on behalf of all others similarly situated

16 *[Additional counsel listed on following page]*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 18 **FOR THE COUNTY OF SAN BERNARDINO**

19 PATRICK DOTAN, individually and on behalf of  
 20 all others similarly situated,

21 Plaintiff,

22 vs.

23 RENTOKIL NORTH AMERICA, INC.; and  
 24 DOES 1 through 20, inclusive,

25 Defendants.

Case No. CIVDS2020466

*Assigned for all purposes to:  
 Hon. David Cohn  
 Dept. S26*

**JOINT STIPULATION OF SETTLEMENT**

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6 Attorneys for Defendant Rentokil North America, Inc.

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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Patrick Dotan (“Named Plaintiff”)  
7 and the Class Members, on the one hand, and Defendant Rentokil North America, Inc. (“Rentokil”  
8 or “Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in this  
9 Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
11 concluded by agreement of Defendant to pay the settlement amount of Three Million Six Hundred  
12 Thousand Dollars (\$3,600,000.00) as provided in Section 3.06(a) below (“Gross Settlement  
13 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth  
14 herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members  
15 as set forth herein.

## 16 **ARTICLE I**

### 17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Patrick Dotan, individually and on*  
21 *behalf of all others similarly situated v. Rentokil North America, Inc.;* and *DOES 1 through 20,*  
22 *inclusive,*” Case No. CIVDS2020466, commenced on September 24, 2020, in the Superior Court of  
23 the State of California for the County of San Bernardino, which was removed to the United States  
24 District Court for the Central District of California, case No. 5:20-cv-02471-VAP-KK The Parties  
25 agreed to remand the case for purposes of settlement approval only. “Action” also includes the  
26 Private Attorney General Representative Action entitled *Patrick Dotan, individually and on behalf*  
27 *of all others similarly situated v. Rentokil North America, Inc.;* and *DOES 1 through 20, inclusive,*”  
28 Case No. CIVSB2103087, commenced on January 13, 2021.

1           b.       “Agreement” means this Joint Stipulation of Settlement, including the attached  
2 Exhibit(s).

3           c.       “Class” means all current and former non-exempt employees who are or were  
4 employed by Defendant in California at any time during the Class Period.

5           d.       “Class Counsel” means the attorneys for the Class and the Class Members, who are:

6                   AEGIS LAW FIRM, PC  
7                   Kashif Haque  
8                   Samuel A. Wong  
9                   Jessica L. Campbell  
10                  Chelsea D. Hollins  
11                  9811 Irvine Center Drive, Suite 100  
12                  Irvine, California 92618  
13                  Telephone: (949) 379-6250  
14                  Facsimile: (949) 379-6251

15           e.       “Class List” means a list based on Defendant’s business records that identifies each  
16 Class Member’s name, last known home or mailing address, Social Security number or, as  
17 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying  
18 Workweeks worked during the Class Period, and number of workweeks worked during the PAGA  
19 period.

20           f.       “Class Member(s)” means all members of the Class.

21           g.       “Class Period” means September 24, 2016 through February 1, 2022.

22           h.       “Court” means the California Superior Court for the County of San Bernardino, where  
23 the Action is currently pending.

24           i.       “Date of Finality” means the later of the following: (1) the date the Final Order is  
25 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no  
26 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or  
27 other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10)  
28 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes  
final.

          j.       “Defendant” means Defendant Rentokil North America, Inc.

          k.       “Defense Counsel” means counsel for Defendant:

                  Jason E. Barsanti

1           Brett C. Greving  
2           Cozen O'Connor  
3           101 Montgomery, Suite 1400  
4           San Francisco, CA 94104  
5           Phone: (415) 262-8304  
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7           [bgreving@cozen.com](mailto:bgreving@cozen.com)  
8           [jbarsanti@cozen.com](mailto:jbarsanti@cozen.com)

9           1.       “Disposition” means the method by which the Court approves the terms of the  
10 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
11 administration, and interpretation.

12           m.       “Final Order Approving Settlement of Class Action” or “Final Order” means the final  
13 formal court order signed by the Court following the Final Fairness and Approval Hearing in  
14 accordance with the terms herein, approving this Agreement.

15           n.       “Gross Settlement Amount” means Three Million Six Hundred Thousand Dollars and  
16 Zero Cents (\$3,600,000.00) to be paid by Defendant as provided by this Agreement to settle this  
17 Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive  
18 Award and the Named Plaintiff Settlement Payment, pursuant to Section 3.07(a) below, shall be paid  
19 out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the  
20 payments made under this settlement shall be paid by Defendant separate from and in addition to the  
21 Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant  
22 to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

23           o.       “Incentive Award” means a monetary amount of up to Seven Thousand Five Hundred  
24 Dollars (\$7,500.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort  
25 and work in prosecuting the Action on behalf of Class Members. For his general release including  
26 release of known and unknown claims of Named Plaintiff’s individual claims against Defendant, the  
27 Parties have agreed to an individual settlement amount of \$35,000.00 paid to Named Plaintiff in  
28 addition to the Incentive Award (“Named Plaintiff Settlement Payment”).

          p.       “Individual Settlement Payment(s)” means each Participating Class Member’s  
respective share of the Net Settlement Amount. Individual Settlement Payments will be determined  
by the calculations provided in this Agreement.

1 q. “LWDA” means The State of California Labor and Workforce Development Agency.

2 r. “LWDA Payment” means 75% of the \$100,000 allocated to the settlement of PAGA  
3 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of  
4 this Agreement, as provided for below.

5 s. “Motion for Final Approval” means Plaintiff’s submission of a written motion,  
6 including any evidence as may be required for the Court to conduct an inquiry into the fairness of  
7 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and  
8 to enter a Final Order in this Action.

9 t. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,  
10 including any evidence as may be required for the Court to grant preliminary approval of the  
11 Settlement as required by Rule 3.769 of the California Rules of Court.

12 u. “Named Plaintiff” means Patrick Dotan.

13 v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved  
14 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Awards, and LWDA  
15 Payment, pursuant to Section 3.07(a)-(f) below.

16 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the  
17 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
18 to Section 3.04(b) below.

19 x. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form  
20 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

21 y. “PAGA” means the California Private Attorneys General Act of 2004, which is  
22 codified in California Labor Code §§ 2698 *et seq.*

23 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount  
24 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have  
25 agreed that the PAGA Settlement Amount is One Hundred Thousand Dollars (\$100,000), subject to  
26 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,  
27 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group  
28 Members.

1 aa. "PAGA Group Members" means all Class Members employed by Defendant at any  
2 time between January 13, 2020 through February 1, 2022 ("PAGA Period").

3 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely  
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net  
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class  
6 Member will be paid his/her Individual Settlement Payment.

7 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the  
8 Settlement embodied in this Agreement.

9 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury  
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
11 Administrator for the benefit of Participating Class Members.

12 ee. "Qualifying Workweeks" means the number of weeks that Class Members employed  
13 by Defendant as non-exempt employees during the Class Period, except for any workweeks that  
14 worked by an employee that are covered by the release of the following prior class action settlement  
15 cases against Defendant in Los Angeles Superior Court: *Matthew Tovar v. Rentokil North America,*  
16 *Inc.* (Case No. BC676386) and *Andres Flores v. Rentokil North America, Inc.* (Case No. BC713774).

17 ff. "Released Parties" means Defendant.

18 gg. "Response Deadline" means the deadline by which Class Members must postmark or  
19 fax to the Settlement Administrator requests for exclusion or written notices of objection. The  
20 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet  
21 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or  
22 federal holiday, in which case the Response Deadline will be extended to the next day on which the  
23 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a  
24 re-mailing.

25 hh. "Settlement Administration Costs" means all costs incurred by the Settlement  
26 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
27 the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
28 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation

1 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Incentive Award,  
2 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement  
3 Amount.

4 ii. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed  
5 will be responsible for the administration of the Individual Settlement Payments to be made by  
6 Defendant from the Gross Settlement Amount and related matters under this Agreement.

## 7 **ARTICLE II**

### 8 **CONTINGENT NATURE OF THE AGREEMENT**

#### 9 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

10 Because the Parties have stipulated to the certification of the Class with respect to all causes  
11 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
12 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.  
13 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality  
14 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement  
15 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification  
16 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to  
17 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date  
18 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the  
19 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned  
20 to their positions with respect to the Action as if the Agreement had not been entered into. In the  
21 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving  
22 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall  
23 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in  
24 this Agreement, the fact that Defendant did not oppose the certification of a Class under this  
25 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used  
26 or cited thereafter by any person or entity, including in any manner whatsoever, including without  
27 limitation any contested proceeding relating to the certification of any class. If the Date of Finality  
28 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect



1 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly  
2 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the  
3 Date of Finality does not occur.

4 The Parties and their respective counsel shall take all steps that may be requested by the Court  
5 relating to the approval and implementation of this Agreement and shall otherwise use their  
6 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
7 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
8 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
9 resolution, the Parties agree to seek the assistance of mediator Eve Wagner to resolve the dispute.

### 10 **ARTICLE III**

#### 11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
13 follows:

##### 14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the  
16 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.  
17 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary  
18 Approval Date."

##### 19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the  
21 Settlement Administrator, including but not limited to distributing and responding to inquiries about  
22 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement  
23 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks  
24 and distributing them to Participating Class Members, establishing and maintaining the QSF, and  
25 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award check to  
26 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement  
27 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

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1 All costs of administering the Settlement, including but not limited to all costs and fees  
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,  
4 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax  
5 returns and any other filings required by any governmental taxing authority or agency, all costs and  
6 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the  
7 course of administering disbursements from the Net Settlement Amount, and any other costs and fees  
8 incurred and/or charged by the Settlement Administrator in connection with the execution of its  
9 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement  
10 Administrator from the Gross Settlement Amount.

11 **Section 3.03: Notice to Class Members**

12 No later than ten (10) business days after the Preliminary Approval Date, Defendant will  
13 provide the Settlement Administrator with a “Class List” in electronic format based on its business  
14 records, identifying the names of the Class Members, their last known home addresses, Social  
15 Security numbers or, as applicable, other taxpayer identification number, their dates of employment  
16 and weeks worked during the Class Period (with the exception of any workweeks that are covered  
17 by the *Flores* and *Tovar* settlement releases as provided in Section 1, ee., above).

18 Within ten (10) business days of receiving a Class List from Defendant, the Settlement  
19 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
20 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the  
21 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate  
22 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of  
23 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the  
24 Settlement Administrator will check all Class Member addresses against the National Change of  
25 Address database and shall update any addresses before mailing. The Settlement Administrator will  
26 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a  
27 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall  
28 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of

1 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.  
2 Class Members shall not be required to submit claim forms in order to receive a proportional share  
3 of the Net Settlement Amount.

4 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
5 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
6 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
7 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
8 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
9 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties  
10 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
11 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
12 Individual Settlement Payments to all Participating Class Members.

13 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
14 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
15 status report provided to the Parties.

16 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar  
17 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class  
18 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
19 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
20 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and  
21 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement  
22 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
23 procedures set forth in Section 3.07(g) below.

24 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
25 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
26 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
27 for and re-sending of any returned Notice Packets, as well as the number of valid requests for  
28 exclusion and objections that the Settlement Administrator received.

1           **Section 3.04: Responses to Notice**

2           **a.       Class Member Disputes**

3           If any Class Member disagrees with Defendant's records as to his or her Qualifying  
4 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set  
5 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period  
6 and submit such writing to the Settlement Administrator by the Response Deadline, along with any  
7 supporting documentation. The Notice will also provide a method for the Class Member to challenge  
8 the employment data on which his or her Individual Settlement Payment is based. The Settlement  
9 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith  
10 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the  
11 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on  
12 the information provided to it.

13           **b.       Requests for Exclusion from Class**

14           In order for any Class Member to validly exclude himself or herself from the Class and this  
15 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class  
16 Member or his or her authorized representative, and must be sent to the Settlement Administrator,  
17 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement  
18 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall  
19 contain instructions on how to validly exclude himself or herself from the Class and this Settlement  
20 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial  
21 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be  
22 conclusively determined according to the records of the Settlement Administrator. Any Class  
23 Member who timely and validly requests exclusion from the Class and this Settlement will not be  
24 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this  
25 Agreement, and will not have any right to object, appeal, or comment thereon.

26           Any Class Member who fails to timely submit a request for exclusion shall automatically be  
27 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are  
28 determined by the Court's Final Order Approving Settlement of Class Action, and by the other

1 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action  
2 and/or released in this Agreement will be extinguished.

3 **c. Objections to Settlement**

4 For any Class Member to object to this Agreement, or any term of it, the person making the  
5 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the  
6 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)  
7 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),  
8 a written statement of the grounds of objection, signed by the objecting Class Member or his or her  
9 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and  
10 the date the signed objection was postmarked, shall be conclusively determined according to the  
11 records of the Settlement Administrator. The Settlement Administrator shall send any objections it  
12 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class  
13 Members may also appear at the final approval hearing to object. The Court retains final authority  
14 with respect to the consideration and admissibility of any Class Member objections.

15 **d. Encouragement of Class Members**

16 The Parties to this Agreement and the counsel representing such Parties shall not, directly or  
17 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from  
18 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from  
19 Class Members.

20 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

21 Defendant has estimated the number of class workweeks as 200,000. If the number of  
22 workweeks in the Class List exceeds 200,000 by more than 5% (more than 210,000 workweeks) as  
23 of the end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount  
24 per additional workweek beyond 210,000, for example, if the workweeks are 220,000, the Gross  
25 Settlement amount will increase by  $10,000/210,000$ , an increase of \$171,428.57 . Plaintiff's Named  
26 Plaintiff Settlement Payment will not increase if this clause is involved.

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1           **Section 3.05: Final Fairness and Approval Hearing**

2           On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement  
4 and determine whether the Court should give it final approval, and (2) consider any objections made  
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the  
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a  
7 Proposed Final Order Approving Settlement of Class Action.

8           **Section 3.06: Settlement Payment Procedures**

9                   **a. Settlement Amount**

10           In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the  
11 Gross Settlement Amount in the amount of Three Million Six Hundred Thousand Dollars  
12 (\$3,600,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The  
13 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class  
14 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement  
15 Amount, the Incentive Award, and the Named Plaintiff Settlement Payment.

16           Within ten (10) business days after the Court signs the Final Order, Defendant shall transfer  
17 the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth  
18 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds  
19 to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use  
20 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,  
21 Class Counsel's attorneys' fees and costs, the Incentive Award, Plaintiff's individual settlement, the  
22 LWDA Payment, and the Settlement Administration Costs.

23           Within ten (10) court days after receiving Defendants' final payment, funding the Gross  
24 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments  
25 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the  
26 Incentive Award, the Named Plaintiff Settlement Payment, and employer and employee tax  
27 withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution,  
28

1 the Settlement Administrator will perform a search based on the National Change of Address  
2 Database to update and correct for any known or identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of reasonable attorneys' fees of up to  
5 one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is  
6 One Million Two Hundred Thousand Three Hundred Dollars and Zero Cents (\$1,200,000.00). Class  
7 Counsel shall submit an application for an award of reasonable costs not to exceed Thirty Thousand  
8 Dollars (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at  
9 the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such  
10 application in these amounts. Class Counsel shall serve Defendant with copies of all documents  
11 submitted in support of their application for an award of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed  
22 Fifteen Thousand Dollars (\$15,000.00).

23 **d. Payment of Incentive Award and Named Plaintiff Settlement Payment to**  
24 **Named Plaintiff**

25 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to  
26 Seven Thousand Five Hundred Dollars (\$7,500.00), the request for which Defendant will not object  
27 to or oppose. The Parties also agree to an individual settlement amount of \$35,000.00 for Plaintiff's  
28 general release of all known and unknown claims relating to or arising out of his employment



1 (“Named Plaintiff Settlement Payment”), also subject to court approval The Incentive Award and  
2 Named Plaintiff Settlement Payment shall be paid out of the Gross Settlement Amount and shall not  
3 constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent  
4 that the Court approves less than the amount of incentive award and Named Plaintiff Settlement  
5 Payment that Class Counsel requests, the difference between the requested and awarded amounts  
6 will be reallocated to the Net Settlement Amount.

7 Because it is the intent of the Parties that the Incentive Award represents payment to Named  
8 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not  
9 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,  
10 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing  
11 authorities as required by law. The Named Payment Settlement Payment will be treated as 20%  
12 wages and 80% penalties and interest. Named Plaintiff agrees to indemnify Defendant for any  
13 liability arising out of the tax treatment of the Incentive Award or the Named Payment Settlement  
14 Payment.

15 **e. Payment to the Labor and Workforce Development Agency**

16 In consideration of claims made under PAGA, Class Counsel will request that the Court  
17 approve allocation of One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount  
18 to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and  
19 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid  
20 to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose  
21 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.  
22 The Court’s adjustment, if any, of the amount allocated to Named Plaintiff’s PAGA claim in the  
23 Action, will not invalidate this Agreement.

24 **f. Payment of Individual Settlement Payments to Participating Class Members**

25 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
26 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
27 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
28 each Class Member. To calculate the minimum amount each Class Member will receive based on



1 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
2 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated  
3 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class  
4 Member's approximate Individual Settlement Payment amount will be included in his or her Notice  
5 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to  
6 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the  
7 individual Qualifying Workweeks worked during the Class Period by each Participating Class  
8 Member.

9 Each Individual Settlement Payment will represent wages and penalties allocated using the  
10 following formula: 20% allocated to wages; and 80% allocated to interest and penalties. The amounts  
11 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages  
12 and all other authorized and required withholdings and shall be reported by W-2 forms. The  
13 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The  
14 amounts paid as penalties and interest shall be subject to all authorized and required withholdings  
15 other than the tax withholdings customarily made from employees' wages and shall be reported by  
16 IRS 1099 forms.

17 No later than ten (10) business days after receiving the Gross Settlement Amount from  
18 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual  
19 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
20 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
21 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
22 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
23 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
24 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
25 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration  
26 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller  
27 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.  
28

1 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
3 a mass search on LexisNexis or a comparable database based on set criteria and, if another address  
4 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
5 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
6 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
7 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

8 **g. Default on Payment.**

9 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after  
10 the date that the Court grants final approval of the Settlement shall be considered a default. In the  
11 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will  
12 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed  
13 payment. Thereafter, Defendant will have seven (7) business days to cure the default and tender  
14 payment to the Settlement Administrator. In the event Defendant fails to cure the default within the  
15 times set forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte  
16 basis, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be  
17 entitled to recover interest at ten percent (10%) per year from the due date for such payment and  
18 reasonable attorneys' fees and costs.

19 **h. No Credit Toward Benefit Plans.**

20 The Individual Settlement Payments made to Participating Class Members under this  
21 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
22 calculate any additional benefits under any benefit plans to which any Class Members may be  
23 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
24 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
25 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class  
26 Members may be entitled under any benefit plans.

27  
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1 **ARTICLE IV**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 4.01: No Admission**

4 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a  
5 Class should not have been certified in the Action. This Agreement is entered into solely for the  
6 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be  
7 construed as an admission of liability or wrongdoing by Defendant.

8 **Section 4.02: Non-Evidentiary Use**

9 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor  
10 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or  
11 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,  
12 including but not limited to, evidence of a presumption, concession, indication, or admission by any  
13 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or  
14 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further  
15 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this  
16 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims  
17 released through this Agreement.

18 **Section 4.03: Nullification**

19 The Parties have agreed to the certification of the Class encompassing all claims alleged in  
20 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason  
21 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this  
22 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order  
23 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the  
24 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this  
25 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all  
26 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had  
27 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to  
28 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will

1 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
2 should be certified by the Court in a non-settlement context in this Action or any other action, and in  
3 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

4 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
5 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

## 6 **ARTICLE V**

### 7 **RELEASES**

#### 8 **Section 5.01: Released Claims by Class Members**

9 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and  
10 Participating Class Members who do not opt out of the Settlement, release the Released Parties from  
11 any and all claims that are alleged, or could have been alleged based on the facts alleged, in the  
12 Named Plaintiff's Operative Complaints, during the Class Period, including but not limited to (1)  
13 failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods  
14 (4) failure to authorize or permit rest periods (5) failure to furnish accurate itemized wage statements  
15 (6) failure to pay wages upon separation of employment and within the required time (7) violation of  
16 California Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released  
17 Claims").

#### 18 **Section 5.02: Released Claims by PAGA Group Members**

19 Upon the date of funding the GSA, the State of California and PAGA Group Members release  
20 the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged  
21 in the operative complaint, which arose during the PAGA Period, regardless of whether PAGA Group  
22 Members opt out of the Class Settlement.

#### 23 **Section 5.03: Named Plaintiff's General Release of Unknown Claims**

24 In exchange for the \$35,000 Named Payment Settlement Payment stated in Paragraph 3.06  
25 d., upon the date of funding the GSA, Named Plaintiff, waives, releases, acquits, and forever  
26 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances,  
27 and causes of action, of any nature arising from or related to Named Plaintiff's employment with  
28 Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of this

1 Agreement. This includes, but is not limited to, all claims arising from or based on Named Plaintiff's  
2 employment with Defendant, or Named Plaintiff's separation from employment as well as any claims  
3 attributable to: common law; contract, quasi-contract or tort; claims for promissory estoppel; claims of  
4 entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers'  
5 compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of  
6 privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort  
7 matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex,  
8 national origin, ancestry, physical or mental disability, protected activity, medical condition, marital  
9 status, sexual preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act  
10 of 1964; the Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil  
11 Rights Act of 1866; age discrimination under the Age Discrimination in Employment Act, as amended  
12 by the Older Workers Benefit Protection Act; the Family and Medical Leave Act; the Employee  
13 Retirement Income Security Act ("ERISA"); claims for unfair competition; claims based on legal  
14 restrictions on Defendants' right to terminate, not to hire or promote employees, or to change an  
15 employee's compensation; and claims based on any federal, state or other governmental statute,  
16 regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages,  
17 damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys'  
18 fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor  
19 Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders, with the  
20 exception of the wage and hour class and representative claims that are asserted in the Action and are  
21 being released by Paragraphs 5.01 and 5.02.

22 Plaintiff's general release provided herein is made with an express waiver and relinquishment  
23 of any claim, right, or benefit under California Civil Code § 1542.

24 Section 1542 of the California Civil Code provides as follows:

25 *"A general release does not extend to claims which the creditor does not*  
26 *know or suspect to exist in his or her favor at the time of executing the*  
27 *release, which if known by him or her must have materially affected his*  
28 *or her settlement with the debtor."*

1 Named Plaintiff recognizes, understands and agrees to the following:

2 a. He has had at least 21 calendar days to consider this Agreement before signing it;

3 b. He has carefully read and fully understands all of the provisions of this Agreement;

4 c. He knowingly and voluntarily agrees to all of the terms set forth in this Agreement and has  
5 not been coerced, threatened, or intimidated into executing this Agreement;

6 d. He is, through this Agreement, releasing any and all claims he may have against Defendant  
7 and the Releasees, including claims under the Age Discrimination in Employment Act (ADEA), but  
8 with the exception wage and hour class and representative claims that are asserted in the Action and are  
9 being released by Paragraphs 5.01 and 5.02;

10 e. He knowingly and voluntarily intends to be legally bound by this Agreement;

11 f. He was advised, and hereby is advised in writing, to consider the terms of this Agreement  
12 and consult with his attorney before signing this Agreement; and

13 g. He may revoke this Agreement after he signs the Agreement by delivering written notice to  
14 Jason Barsanti, Esq. and/or Brett Greving, Esq. of Cozen O'Connor, P.C., 501 West Broadway, Ste.  
15 1610, San Diego, California 92101 before the close of business seven days after he signs this  
16 Agreement. This Agreement will not become effective or enforceable until eight days after Named  
17 Plaintiff signs it. If Named Plaintiff revokes this Agreement, the release that he provided will not  
18 be effective or enforceable and he will not receive the \$35,000.00 Named Plaintiff Settlement  
19 Payment, but that all other terms of this Agreement will be effective.

20 **ARTICLE VI**

21 **MISCELLANEOUS PROVISIONS**

22 **Section 6.01: Amendments or Modification**

23 The terms and provisions of this Agreement may be amended or modified only by an express  
24 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

25 **Section 6.02: Assignment**

26 None of the rights, commitments, or obligations recognized under this Agreement may be  
27 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
28 consent of each other Party and their respective counsel. The representations, warranties, covenants,

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this  
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts  
6 of laws.

7 **Section 6.04: Entire Agreement**

8 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
9 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
10 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
11 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be  
12 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
13 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
14 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
15 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
16 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of  
17 prior agreements or proposals.

18 **Section 6.05: Waiver of Compliance**

19 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
20 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
21 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
22 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
23 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
24 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

25 **Section 6.06: Counterparts and Fax/PDF Signatures**

26 This Agreement, and any amendments hereto, may be executed in any number of counterparts  
27 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
28 executed and delivered shall be deemed to be an original. All counterparts taken together shall



1 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
2 signature.

3 **Section 6.07: Meet and Confer Regarding Disputes**

4 Should any dispute arise among the Parties or their respective counsel regarding the  
5 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
6 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior  
7 to submitting such disputes to the Court.

8 **Section 6.08: Agreement Binding on Successors**

9 This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
10 of each of the Parties.

11 **Section 6.09: Cooperation in Drafting**

12 The Parties have cooperated in the negotiation and preparation of this Agreement. This  
13 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
14 was the drafter or participated in the drafting of this Agreement.

15 **Section 6.10: Fair and Reasonable Settlement**

16 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
17 the Action and have arrived at this Agreement through arm's-length negotiation and in the context  
18 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
19 further believe that the Settlement is and is consistent with public policy, and fully complies with  
20 applicable law.

21 **Section 6.11: Headings**

22 The descriptive heading of any section or paragraph of this Agreement is inserted for  
23 convenience of reference only and does not constitute a part of this Agreement and shall not be  
24 considered in interpreting this Agreement.

25 **Section 6.12: Notice**

26 Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
27 communications under this Agreement must be in writing and addressed as follows:

28 *To Named Plaintiff and the Class:*



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Kashif Haque  
Samuel A. Wong  
Jessica L. Campbell  
Chelsea D. Hollins  
AEGIS LAW FIRM, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

And

*To Defendant:*

Jason E. Barsanti  
Brett C. Greving  
Cozen O'Connor  
101 Montgomery, Suite 1400  
San Francisco, CA 94104  
Phone: (415) 262-8304  
Facsimile: (415) 644-0978  
bgreving@cozen.com

**Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

**Section 6.14: Mutual Full Cooperation**

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such

1 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
2 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
3 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
4 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
5 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

6 **Section 6.15: Authorization to Act**

7 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and  
8 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action  
9 required to effectuate the terms of this Agreement, except for signing documents, including but not  
10 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant  
11 represents and warrants that the individual executing this Agreement on its behalf has the full right,  
12 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
13 herein.

14 **Section 6.16: No Reliance on Representations**

15 The Parties have made such investigation of the facts and the law pertaining to the matters  
16 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
17 on any statement, promise, or representation of fact or law, made by any of the other parties, or any

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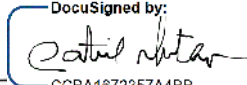
1 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
2 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
3 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
4 herein, have been made to any party concerning this Agreement.

5 **EXECUTION BY PARTIES AND COUNSEL**

6 The Parties and their counsel hereby execute this Agreement.

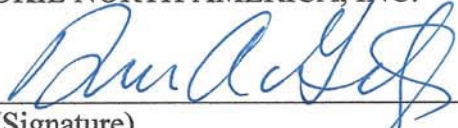
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8  
9 Dated: 2/23/2022

PATRICK DOTAN

10 By:   
11 DocuSigned by:  
CCBA1672357A4BB...  
12 **Named Plaintiff**

13  
14 Dated: 2/23/2022


RENTOKIL NORTH AMERICA, INC.

15 By:   
16 (Signature)  
17 Bruce A. Gelting  
18 (Printed Name)  
19 Secretary  
20 (Title)

21 **APPROVED AS TO FORM ONLY:**

22  
23  
24 Dated: 2/23/2022

**AEGIS LAW FIRM, PC**

25 By:   
26 Kashif Haque  
27 Jessica L. Campbell  
28 Chelsea D. Hollins