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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MARVIN PERKINS, as an individual and on behalf of all others similarly situated,

Plaintiffs,

v.

PRO ACTIVE PEST CONTROL, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. STK-CV-UOE-2021-0006126

[Assigned for all purposes to the Hon. George J. Abdallah, Dept. 10A]

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement ("Agreement" or "Settlement") is made and entered into by and between Plaintiff Marvin Perkins ("Plaintiff") and Defendant Pro Active Pest Control, Inc. ("Defendant") (collectively, the "Parties") (collectively, the "Parties").

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. "Action" means *Perkins v. Pro Active Pest Control, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2021-0006126 (filed on March 18, 2021).

2. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action Settlement.

3. "Class" or "Class Member(s)" means All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period.

4. "Class Counsel" means William L. Marder of Polaris Law Group, LLP, and Dennis S. Hyun of Hyun Legal, APC.

5. "Class Counsel Award" means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award of up to one-third of the Gross Settlement Amount ($125,000.00), i.e., the sum of $41,666.67, and costs in the amount of up to $30,000.00, subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

6. "Class List and Data" means information regarding all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Office Excel spreadsheet and shall include: each Class Member's full name; employee number; most recent mailing address; Social Security number; and the number of pay periods worked by each Class Members during the Class Period.

7. "Class Period" means the period from July 9, 2017, through the earlier of March 29,

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2023, or the date that the Court grants preliminary approval of class action settlement.

8. "Class Representative" means Plaintiff Marvin Perkins.

9. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to $7,500.00 from the Gross Settlement Amount.

10. "Gross Settlement Amount," or "GSA" means the maximum settlement amount of $125,000.00 to be paid by Defendant as a result of this Stipulation. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, and Class Counsel Award. However, the Gross Settlement Amount does not include Defendant's share of employer-side payroll taxes and Defendant agrees to pay these amounts separately from and in addition to the Gross Settlement Amount.

11. "Complaint" means the Class Action Complaint which Plaintiff filed on or about March 18, 2021.

12. "Counsel for Defendant" or "Defense Counsel" means R. Jeremy Adamson, Esq., of KUNZLER BEAN & ADAMSON, PC.

13. "Court" means the Superior Court for the State of California, County of San Joaquin, or any other court taking jurisdiction of the Action.

14. "Defendant" means Defendant Pro Active Pest Control, Inc.

15. "Effective Date" means the earliest of the following: (a) the date when the Final Approval Order is signed, if there are no objections, or if an objection is withdrawn prior to the Final Approval hearing; or (b) 3 calendar days after the deadline to file an appeal of the final approval order, if no appeals are filed; or (c) if one or more appeals are filed, 3 calendar days after any appeal is dismissed or the final approval of the settlement is affirmed after an appeal, and the final approval order is not subject to further appeal.

16. "Final Approval" means that the Final Approval Order and Judgment have been entered by the Court.

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17. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member.

18. "Net Settlement Amount," or "NSA" means the balance of the Gross Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel Award. The entire Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

19. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet, and be postmarked or by the Response Deadline.

20. "Notice Packet" means the Notice of Proposed Class Action Settlement, substantially in the form attached as Exhibit A.

21. "Parties" means Plaintiff, as an individual and on behalf of the Settlement Class, and Defendant collectively.

22. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

23. "Plaintiff" means Marvin Perkins.

24. "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

25. "Released Claims" means all class claims contained in the Complaint or that could have been alleged based on the facts alleged in the operative complaint in the Action, including, but not limited to:

a. Violation of Labor Code § 226(a);

b. Violation of Labor Code § 226.7;

c. Violation of Labor Code §§ 226.7 and 512;

d. Violation of Labor Code §§ 201-204, 510, 1194, 1197 and 1197.1;

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e. Violation of Bus. & Prof. Code § 17200, *et seq.* premised on the above-alleged violations in the Complaint, *i.e.*, failure to provide off-duty meal and rest periods and pay overtime based on the correct, higher regular rate of pay.

26. "Released Claims Period" means the period from July 9, 2017, through the earlier of March 29, 2023, or the date that the Court grants preliminary approval of class action settlement.

27. "Released Parties" means Defendant Pro Active Pest Control, Inc. and its parent and subsidiary companies, predecessors, successors, and affiliates, and each of their past and current respective, directors, officers, employees, shareholders, agents, insurers, attorneys, representatives and assigns.

28. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the name, address, telephone number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or before the Response Deadline.

29. "Response Deadline" means forty-five (45) days after the Settlement Administrator initially mails the Notice Packet to Class Members, and the last date on which Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

30. "Settlement" means the agreement among parties to resolve the Action, as set forth in this Stipulation.

31. "Settlement Administration Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, which are not to exceed Ten Thousand Dollars ($10,000.00). Any portion of the Settlement Administration Costs not use or approved by the Court shall be added to the Net Settlement Amount.

32. "Settlement Administrator" means ILYM Group, Inc.

33. "Settlement Payment Check" means the payment to Participating Class Members pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement.

RECITALS

34. This Settlement is made and entered into by and between Plaintiff and Defendant,

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and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.

35. Procedural History. On May 21, 2021, Plaintiff submitted his written notice to the Labor Workforce Development Agency (the "LWDA") alleging violations of Labor Code §§ 201-204, 226, 510, 1194, 1197, and 1197.1 ("PAGA Notice"). On or about June 16, 2021, Plaintiff submitted a supplemental written notice to the LWDA alleging violations of Labor Code §§ 201-204, 226, 226.7 and 512. On or about May 18, 2021, Plaintiff filed this class action in San Joaquin County Superior Court alleging four causes of action for: (1) Violation of Labor Code § 226(a); (2) Violation of Labor Code § 226.7; (3) Violation of Labor Code §§ 226.7 and 512; (4) Violation of Labor Code §§ 510, 1194, 1197, and 1197.1; (4) Violation of Business & Professions Code § 17200, *et seq*.; and (5) Violation of Labor Code § Labor Code § 2698, *et seq.* (the Private Attorneys General Act, or the "PAGA"). On or about March 25, 2022, the LWDA issued a citation to Defendant for violations of the Labor Code which the Defendant paid. Therefore, the Parties herein are settling this action without the payment of any PAGA penalties. On or about September 2, 2021, Defendant filed a Demurrer to the Complaint. On or about November 12, 2021, this Court overruled Defendant's Demurrer. Plaintiff then propounded formal discovery requests. In response, Defendant's counsel proposed informal negotiations. The Parties exchanged informal discovery and payroll data from which Plaintiff was able to calculate damages. The Parties attempted to engage in arms' length negotiations, but were unable to settle. The Parties then attended mediation with Michael Loeb on February 21, 2023, which resulted in this settlement. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

TERMS OF AGREEMENT

Plaintiff, individually and on behalf of the Settlement Class, and Defendant agree as follows:

36. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement

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Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Class Representative Enhancement Payment; and (4) Settlement Administration Costs to the Settlement Administrator. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than Defendant's share of employer-side payroll taxes, Defendant shall not be required to pay more than the Gross Settlement Amount as specified in this Agreement.

37. Funding of the Gross Settlement Amount. Defendant will fund the GSA within 15 calendar days of the Effective Date.

38. Class Counsel Award. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees of up to one-third of the Gross Settlement Amount ($125,000.00), i.e., the sum of $41,666.67, and costs in the amount of up to $30,000.00, which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs and expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

39. Class Representative Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for a Class Representative Enhancement Payment of up to $7,500.00 to Plaintiff. The Class Representative Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Award and shall hold harmless Defendant and its counsel and Plaintiff's counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Award. Any portion of the Class Representative Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

40. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to

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exceed Six Thousand Six Hundred Dollars ($6,600.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount and Class Counsel Award, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

41. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class in accordance with the terms of this Agreement. Participating Class Members' payments shall be allocated based on the number of pay periods worked by Class Members during the Class Period ("Pay Period"). All pay periods worked by Class Members will be totaled ("Total Pay Period Number") and then each class member's share shall be calculated by dividing his/her number of Pay Periods during the Class Period by the Total Pay Period Number and multiplied against the Net Settlement Amount. Class members will be responsible for paying any personal income taxes owed on the amounts they receive. Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Class 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 plans. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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43. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

a. Establish and maintain a Qualified Settlement Fund account;

b. Calculate the amount of the Settlement each Class Member is eligible to receive;

c. Prior to mailing the Class Members Notices of Proposed Class Action Settlement and Final Fairness and Approval Hearing ("Class Notice" or "Notice Form" or "Notice"), the Settlement Administrator will verify the last known address for each Class Member through a generally utilized, national address update database;

d. Printing and mailing the Class Members Notice;

e. Establishing and maintaining a toll-free informational telephone support line to assist Class Members who have questions regarding the Notice;

f. Conducting additional address searches for mailed Notices that are returned as undeliverable, and to the extent new and more current addresses are found, the Settlement Administrator will also reprint and re-mail Notices accordingly;

g. Calculating Participating Class Members settlement share, fielding inquiries from Class Members, and administration of any Requests for Exclusion. This service will include settlement proceed calculations, printing and issuance of checks, and preparation of 1099 Forms. Basic accounting for and payment of employee tax withholdings will also be included as part of this service; and

h. Providing declarations and/or other information to the Court as requested.

44. Delivery of the Class List and Data. Within fifteen (15) calendar days of Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses

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identified in the Class List.

46. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

47. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal terms; (3) the Settlement Class definition; (4) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if they do not request to be excluded; (5) the dates which comprise the Class Period; (6) instructions on how to submit valid Requests for Exclusion, or objections; (7) the deadlines by which the Class Member must submit Request for Exclusions or Notices of Objection to the Settlement; (8) the date for the final approval hearing; and (9) the claims to be released. The Notice Packet will also inform Class Members that in order to receive the Individual Settlement Payment, they do not need to do anything except keep the Settlement Administrator apprised of their current mailing addresses.

48. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing. Those Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

49. Request for Exclusion Procedures. Any Class Member may opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked by the Response Deadline. Requests for Exclusion must: (1) contain the name, address, and telephone number of the person requesting exclusion; (2) clearly state that the Class Member does not wish to be included in the Settlement; (3) be signed by the Class Member; (4) be returned

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by mail to the Settlement Administrator at the specified address; and (5) be postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. By submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the Action and not be bound by this Agreement. Accordingly, a Class Member that timely submits a valid Request for Exclusion will not be entitled to any payments under this Settlement and will not be bound by the terms of the Settlement. Any Class Member who fails to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed a Participating Class Member, and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court.

50. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion shall be bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.

51. Objection Procedures. Any Class Member who does not opt-out of this Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must return by mail a written statement of objection to the Settlement Administrator at the specified address by the Response Deadline. The date of the postmark on the Notice of Objection shall be deemed the exclusive means for determining that a Notice of Objection is timely. The Notice of Objection must include: (a) the objector's full name, signature, address, and telephone number; (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. Class Members who submit a timely Notice of Objection will have the right to appear at the final approval hearing to have their objections heard by the Court, at their own expense. Additionally, even if a Class Member does not submit a timely Notice of Objection, he/she may still appear at the final approval hearing and present oral objections to the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed to object to this Settlement.

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52. Settlement Administrator's Reports of Information. The Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested. The Settlement Administrator shall also forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further, if requested by Parties' counsel, the Settlement Administrator shall forward any Requests for Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is valid and timely.

53. Distribution Timing of Individual Settlement Payments. Within ten (10) business days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue payments to (1) Participating Class Members; (2) Plaintiff; and (3) Class Counsel. The Settlement Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

54. Uncashed Settlement Payment Checks. Any checks issued by the Settlement Administrator to Class Members shall be negotiable for not less than one hundred and eighty (180) days from the date of their issuance. In the event an Individual Settlement Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks shall be distributed to Legal Aid at Work in compliance with California Code of Civil Procedure § 384(b). In such event, those Class Members will nevertheless remain bound by the Settlement.

55. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties, including in compliance with California Code of Civil Procedure § 384(b).

56. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or rescinded due to the Court's refusal to grant final approval of the settlement notwithstanding the attempts by the Parties to obtain final approval, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

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57. Treatment of Individual Settlement Payments. All Individual Settlement Payments shall be allocated as follows: 80% as penalties and interest and 20% as wages. The Individual Settlement Payments shall be reported on IRS Forms W2 and 1099 by the Settlement Administrator based on the allocations set forth herein.

58. Administration of Taxes by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel, 1099 and W2 forms or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.

59. Tax Liability. Defendant, Defendant's counsel, the Settlement Administrator, and Plaintiff's counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant, Defendant's counsel, Plaintiff's counsel, or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendant, Defendant's counsel, Plaintiff's counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

60. Circular 230 Disclaimer. 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 (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL

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FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

61. Section 1542 Waiver. In granting the release herein, which includes claims which may be unknown to Plaintiff or Participating Class Members at present, Plaintiff or Participating Class Members acknowledge that they have read and understands Section 1542 of the California Civil Code: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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." Plaintiff hereby expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted herein, including but not limited to the release of unknown and unsuspected claims granted in this Agreement. Participating Class Members hereby expressly waive and relinquish all rights and benefits under Section 1542 as to only the Released Claims.

62. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,

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action, cause of action or right herein released and discharged.

63. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Claims which arose and/or accrued during the Released Claims Period. The Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for the Released Claims during the Released Claims Period.

64. Nullification of Settlement. In the event that the Settlement does not become final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

65. Disputes Regarding Individual Settlement Payments. In the event that Class Members have a dispute as to the data provided by the Defendant, Class Members will have the opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, and that determination shall be binding.

66. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

67. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent

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to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as Exhibit A.

68. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class Counsel Award; (iii) the Class Representative Enhancement Payment; and (iv) Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

69. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

70. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

71. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms and supersedes any prior agreements. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

72. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to informally resolve the dispute through good faith meet and confer efforts. Should those efforts be unsuccessful, the Parties agree to mediate the dispute with Michael Loeb, Esq.

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73. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel.

74. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

75. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

76. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

77. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts and by DocuSign signatures. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

79. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible

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consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

80. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below the amount Class Counsel requests, and either party may appeal any order that materially alters the Agreement's terms.

81. Class Action Certification. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

82. 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, 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. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as

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an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to 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 a non-compliance with, federal, state, local or other applicable law.

83. 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.

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

85. Enforcement Actions. 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 or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall 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.

86. 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.

87. 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.

88. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of

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this Agreement.

89. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

90. Disclosure: Class Counsel shall not publicize the settlement on its website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiff or Class Counsel receives an inquiry about the settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the settlement on their website, without the mention of the names of the parties, the case and/or case number, and the specific business of the Defendant. Nor shall anything in this settlement prevent Class Counsel from (1) stating in any forum that it obtained an award from an employer in the health care industry, (2) referring to this case in a declaration establishing qualification as class counsel in future cases, or (3) carrying out their duties as Class Counsel, including communicating with Plaintiff and Class Members about the case and the settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: March 30, 2023

PLAINTIFF

DocuSigned by:

Plaintiff Marvin Perkins

DATED: March 29, 2023

DEFENDANT PRO ACTIVE PEST CONTROL, INC.

Kyle Turner (Apr 3, 2023 15:53 PDT)

Kyle Turner

Please Print Name of Authorized Signatory

President

Job Title

APPROVED AS TO FORM

DATED: March 29, 2023

KUNZLER BEAN & ADAMSON, PC

By: _____
R. Jeremy Adamson
Attorney for Defendant

DATED: March 29, 2023

POLARIS LAW GROUP

By: _____
William L. Marder
Attorneys for PLAINTIFF and the CLASS

DATED: March 29, 2023

HYUN LEGAL, APC

By: _____
Dennis S. Hyun
Attorneys for PLAINTIFF and the CLASS

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by Defendant Pro Active Pest Control, Inc. ("Defendant") in California as a non-exempt, or hourly employee at any time from July 9, 2017, through March 29, 2023, then you will be entitled to get money from a Class Action Settlement.

A Court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to get your share of this Settlement.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. For information on how to exclude yourself, see page 5. The deadline to postmark your request for exclusion is [insert date].
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. For information on how to object to the Settlement, see page 5. The deadline for you to postmark your objection is [insert date].

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 1
2. What Is the Class Action Settlement? ..... Page 2
3. How Much Can I Expect to Receive?.....Page 3
4. What Is the Case About? ..... Page 3
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6. Who Is the Plaintiff in This Class Action? ..... Page 4
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9. How Will Attorneys for the Class and Others Be Paid?.....Page 6

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a Class Member of the settlement class settled in a class action, as defined below. The Settlement will resolve all class claims described below during the Class Period, which is between July 9, 2017, through March 29, 2023.

This Notice tells you of your rights to share in the Settlement. There was a hearing on ***, 2023, at [insert time] a.m. in the San Joaquin County Superior Court, State of California. Judge George Abdallah determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Abdallah also ordered that you receive this Notice.

"Class Members" includes the following individuals:

> All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period (July 9, 2017, through March 29, 2023).

You were sent this Notice because you worked for Defendant in California as an hourly, or non-exempt employee at some point from July 9, 2017, through March 29, 2023. The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date] at [time], in Department 10A of the San Joaquin County Superior Court located at 180 E. Weber Ave., Stockton, California 95202. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

A class action settlement is one where the named plaintiff and the company enter into an agreement to resolve claims on behalf of class members, which includes you. Here, Plaintiff and Defendant have entered into such a class action settlement agreement. The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

On March 18, 2021, Plaintiff filed this class action for: (1) Violation of Labor Code § 226(a) (failure to provide accurate itemized wage statements; (2) Violation of Labor Code § 226.7 (failure to authorize and permit rest periods); (3) Violation of Labor Code §§ 226.7 and 512 (failure to provide meal periods); (4) Violation of Labor Code §§ 201-204, 510, 1194, 1197 and 1197.1 (failure to pay overtime); (5) Violation of the UCL; and (6) Violation of the Private Attorneys General Act (the "PAGA").

Defendant denies the allegations raised in the Lawsuit and strongly believes it has no liability for any of Plaintiff's or Class Members' claims under any statute, wage order, common law, or equitable theory.

Despite both Parties' positions and arguments, the Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement (the "Settlement" or "Settlement Agreement"). Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. Likewise, Defendant decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit, concede or imply

that they have done anything wrong or legally actionable by settling this lawsuit.

4. How Much Can I Expect to Receive?

Defendant will pay a total sum of $125,000 ("Gross Settlement Amount"), which includes all settlement payments, attorneys' fees and litigation costs and expenses, costs of administering the Settlement, and the Class Representative Incentive Award.

After deduction of the attorneys' fees, costs, costs of administering the Settlement, and the Class Representative Incentive Award, what remains (the "Net Settlement Amount") will be available to pay all Participating Class Members. Participating Class Members' payments shall be allocated based on the number of pay periods worked by Class Members during the Class Period ("Pay Period"). All pay periods worked by Class Members will be totaled ("Total Pay Period Number") and then each class member's share shall be calculated by dividing his/her number of Pay Periods during the Class Period by the Total Pay Period Number and multiplied against the Net Settlement Amount. The Parties chose this formula because it provides more relief to Class Members who worked more and arguably were subject to more alleged violations.

Defendant's records indicate that you worked ___ Pay Periods during the Class Period. Based on this estimate and Defendant's records, your estimated payment as a Class Member would be $_____.

If you dispute the number of shifts, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before _____. You should submit to the Settlement Administrator documentation to support your position. The Settlement Administrator's determination is conclusive, final and binding.

NOTE: EVEN IF YOU DISPUTE THE AMOUNT OF YOUR INDIVIDUAL SETTLEMENT PAYMENT, YOU WILL STILL RECIVE MONEY FROM THE SETTLEMENT, BUT THE AMOUNT MAY BE DIFFERENT FROM YOUR ESTIMATED PAYMENT LISTED ABOVE. YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE FORMULA SUMMARIZED ABOVE UNLESS YOU 1) DISPUTE YOUR TOTAL PAY PERIODS LISTED ABOVE, OR 2) OPT OUT OF THE SETTLEMENT.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did Defendant Join in This Notice?*

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Settlement Administrator's website contains all documents submitted to the Court regarding this Settlement, and may be accessed at [list claims administrator's website].

6. Who Is the Plaintiff in This Class Action?

Marvin Perkins is the Plaintiff and Class Representative in this class action lawsuit. Mr. Perkins' name is on the lawsuit and he was appointed by the Court to represent your interests.

7. Who Are the Attorneys Representing the Plaintiff?

William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

*Please contact Plaintiff's attorneys should you have any questions regarding this settlement.

8. What are my Rights? How will my Rights be Affected?

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt–out procedure set forth below. Please be advised that you will have 180 days to cash your Individual Settlement Payment. If you do not cash your check within 180 days, your Individual Settlement Payment will be donated to Legal Aid at Work, a nonprofit agency that represents and advances workers' rights. If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit your written Objection to the Settlement Administrator stating the basis of your objection to the Settlement. To be valid, the objection must: (1) contain your name, address, and telephone number; (2) be signed by you and/or your attorney; (3) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address provided herein; and (4) contain all legal and factual reasons why the Settlement Agreement should not be approved. Late Objections will not be considered.

If you wish, you may also appear at the Final Approval Hearing set for _____, at _____ a.m. in Dept. 10A of the San Joaquin Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator at the address below requesting to be excluded from the

Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address, telephone number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be postmarked no later than _____. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement.

Effect of the Settlement on Your Rights

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court as to the Class Action, which will essentially end the case.

If the Settlement is approved and you do not exclude yourself from the Settlement, you will receive compensation and will fully and finally release and discharge Defendant Pro Active Pest Control, Inc., and its parent and subsidiary companies, predecessors, successors, and affiliates, and each of their past and current respective, directors, officers, employees, shareholders, agents, insurers, attorneys, representatives and assigns (collectively the "Released Parties") as follows:

All class claims contained in the Complaint or that could have been alleged based on the facts alleged in the operative complaint in the Action, including, but not limited to:

a. Violation of Labor Code § 226(a);

b. Violation of Labor Code § 226.7;

c. Violation of Labor Code §§ 226.7 and 512;

d. Violation of Labor Code §§ 201-204, 510, 1194, 1197 and 1197.1;

e. Violation of Bus. & Prof. Code § 17200, *et seq.* premised on the above-alleged violations in the Complaint, *i.e.*, failure to provide off-duty meal and rest periods and pay overtime based on the correct, higher regular rate of pay (the "Released Claims").

Participating Class Members hereby expressly waive and relinquish all rights and benefits under Section 1542 as to only the Released Claims.

9. How Will the Attorneys for the Class and Others Be Paid?

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of $125,000. The attorneys are seeking a fee of $41,666.67, as well as reimbursement of their costs, up to $35,000. Plaintiff is seeking an enhancement award of $7,500 from the Settlement for his services as the Class Representative. The Settlement Administrator estimates that the cost of administration will be $6,600. All of these amounts are to be deducted from the Gross Settlement Amount of $125,000, with the remainder available for distributions to participating Class Members. While the $125,000 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, Plaintiff, and the Settlement Administrator, and deducted from the Gross Settlement Amount, will be determined by the Court at the Final Approval Hearing.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS

You may contact class counsel, or call the Settlement Administrator at the telephone number listed below, toll free. Please direct your call to the Settlement Administrator.

ILYM Group, Inc.
[ADDRESS]
[Toll Free Telephone Number]

All documents submitted to the Court regarding this Settlement may be accessed at (list claims administrator's website). If your address has changed, please contact the Settlement Administrator.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.