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14 Attorneys for Plaintiff
 CARL SEARLE AND THE PUTATIVE CLASS

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 16
 17

18 CARL SEARLE, 19 Plaintiff, 20 vs. 21 SERVICE EXPERTS - CALIFORNIA LLC; and DOES 1-100, inclusive, 22 Defendant. 23) Case No. 23CV056732)) Assigned for All Purposes To:) Judge: Julia Spain) Dept: 520)) STIPULATION AND SETTLEMENT OF) CLASS ACTION AND PAGA CLAIMS)) Action Filed: December 18, 2023
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1 This Stipulation and Settlement of Class Action and PAGA Claims (“Agreement”) is made
2 by and between Plaintiff Carl Scarle (collectively, “Plaintiff”), in his individual capacity and on
3 behalf of the Class Members and Aggrieved Employees, on the one hand, and Defendant Service
4 Experts – California, LLC (“Defendant” or “SECA”), on the other hand, after Plaintiff and
5 Defendant engaged in formal discovery, engaged in informal discovery, and negotiated this
6 Agreement at arms-length. Plaintiff and Defendant are referred to in this Agreement collectively as
7 the “Parties,” or individually as a “Party.” Capitalized terms used herein shall have the meanings set
8 forth in Article I or as defined elsewhere in this Agreement.

9 For the consideration set forth herein, including, but not limited to, a release of claims by the
10 Participating Class Members, the California Labor Workforce Development Agency, and a general
11 release of claims by Plaintiff, Defendant agrees to pay a settlement amount of One Hundred Fifty
12 Thousand Dollars and Zero Cents (\$150,000.00) (the “Gross Settlement Amount”).

13 Now, therefore, it is stipulated and agreed by and among the undersigned Parties, subject to
14 the approval of the Court pursuant to the California Rules of Court, that the Settlement of the Action
15 shall be effectuated subject to the following terms and conditions.

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 putative class action lawsuit filed by Plaintiff against Defendant
21 on December 18, 2023, in Alameda County Superior Court, Case No. R23CV056732, which was
22 later amended. On March 13, 2024, Plaintiff filed an amendment to the Complaint to substitute
23 Service Experts Heating & Air Conditioning, LLC as a “Doe” defendant. On April 30, 2024,
24 Plaintiff filed a First Amended Complaint against SECA only to add a cause of action under
25 California’s Private Attorneys General Act (“PAGA”). The Action alleges violations of California’s
26 Labor Code (Calif. Labor Code §§ 98.6, 201-204, 210, 226, 226.7, 510, 512, 1182.12-1182.16, 1194,
27 1194.2, 1197, 1198, 1198.5, and 2802); violations of applicable provisions of the Industrial Welfare
28 Commission (“IWC Wage Orders”); violations of California’s Unfair Competition Law, Calif.

1 Business and Professions Code §§ 17200 – 17208 (“UCL”); claims for civil penalties under
 2 California’s Private Attorneys General Act, Calif. Labor Code §§ 2698 – 2699.8 (“PAGA”); and
 3 violations of California’s Government Code (Calif. Govt. Code §§ 12940 (a), (h), (k), (m) and (n)),
 4 based on the following alleged theories: (1) failure to pay minimum wages for all hours worked; (2)
 5 failure to pay overtime wages, (3) failure to provide meal breaks, (4) failure to provide rest breaks,
 6 (5) failure to timely pay wages during employment, (6) failure to pay all wages owing at the end of
 7 employment, (7) failure to provide accurate wage statements; (8) unreimbursed business expenses,
 8 (9) disability discrimination in violation of California’s Fair Employment and Housing Act
 9 (“FEHA”), (10) failure to accommodate in violation of FEHA, (11) failure to engage in the
 10 interactive process in violation of FEHA, (12) retaliation under FEHA, (13) failure to prevent
 11 discrimination and retaliation under FEHA, (14) retaliation under Labor Code § 98.6, (15)
 12 whistleblower retaliation under Labor Code § 1102.5, (16) and failure to provide Plaintiff’s
 13 personnel file.

14 b. “Aggrieved Employees” means all current and former non-exempt hourly employees
 15 of Defendant SECA in California at any time during the PAGA Period. “Aggrieved Employees”
 16 excludes any person who has signed a general release agreement with Defendant during the PAGA
 17 Period.

18 c. “Agreement” means this Stipulation and Settlement of Class Action and PAGA
 19 Claims, including any attached Exhibit(s).

20 d. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s
 21 litigation and resolution of this Action (not to exceed one-third of the Gross Settlement Amount),
 22 and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

23 e. “Check-Cashing Period” means the period of 180 days after the date each of the
 24 Individual Settlement Payment checks are issued.

25 f. “Claims and Allegations at Issue” means all of the claims and allegations asserted in
 26 (i) the Second Amended Complaint to be filed by Plaintiff (as set forth in Section 2.03 below); (ii)
 27 the First Amended Complaint filed by Plaintiff against Defendant on April 30, 2024; (ii) the
 28 Complaint filed by Plaintiff against Defendants on December 18, 2023; (iii) the letter sent to the

1 LWDA on behalf of Plaintiff against Defendant dated December 7, 2023; (iv) the amended letter to
2 be sent to the LWDA on behalf of Plaintiff against Defendant (as set forth in Section 2.04 below),
3 and (iv) any claims or allegations that could have been asserted under any applicable Industrial
4 Welfare Commission (“IWC”) Wage Order based on the facts, claims or theories expressly pleaded
5 in the Action.

6 g. “Class” means all current and former non-exempt hourly employees who are or were
7 employed by Defendant in California at any time during the Class Period. The “Class” excludes any
8 person who has signed a general release agreement with Defendant during the Class Period.

9 h. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

10 Robert Wassermann
11 Jenny Baysinger
12 MAYALL HURLEY, PC
13 112 South Church Street
14 Lodi, CA 95240
15 T: (209) 477-3833
16 E: rwassermann@mayallaw.com.com
17 jbaysinger@mayallaw.com

18 i. “Class List” means a list based on Defendant’s business records that identifies each
19 Class Member’s name, last known home or mailing address, Social Security number or, as
20 applicable, other taxpayer identification number, the number of Qualifying Workweeks worked
21 during the Class Period (calculated by Defendant and sent to the Settlement Administrator), and the
22 number of Qualifying Pay Periods worked during the PAGA Period (calculated by Defendant and
23 sent to the Settlement Administrator).

24 j. “Class Members” means all current and former non-exempt hourly employees of
25 Defendant in California during the Class Period, excepting any current or former employee who has
26 signed a general release agreement with Defendant during the Class Period..

27 k. “Class Notice” means the Court approved Notice of Class Action Settlement and
28 Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in
the form, without material variation (unless as modified as directed by the Court), attached as **Exhibit**

A.

l. “Class Period” means December 18, 2019, through May 14, 2025.

1 m. “Class Representative” means the named Plaintiff in the operative complaint in this
2 Action seeking Court approval to serve as a Class Representative.

3 n. “Court” means the Alameda County Superior Court, where the Action is currently
4 pending.

5 o. “Defendants” means Service Experts – California, LLC.

6 p. “Defense Counsel” means counsel for Defendant, who are:

7 Alison L. Tsao
8 Marianne C. Koepf
9 Christopher Dawood
10 CDF LABOR LAW LLP
11 601 Montgomery Street, Suite 333
12 San Francisco, California 94111
13 T: (415) 981-3233
14 E: atsao@cdflaborlaw.com
15 mkoepf@cdflaborlaw.com

16 q. “Effective Date” of this Settlement means the later of the following: (i) if there are
17 no objections to the Settlement, then the sixty-first (61st) day after service of notice of entry of the
18 Judgment entered by the Court; (ii) if there are objections to the Settlement, and if an appeal, review
19 or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice of entry of
20 the Judgment; or (iii) if an appeal, review or writ is sought from the Judgment, the date upon which
21 all appellate and/or other proceedings resulting from the appeal, review or writ have been finally
22 terminated in such a manner as to permit the Judgment to take effect in substantially the form
23 described herein.

24 r. “Final Fairness and Approval Hearing” means the hearing to be conducted by the
25 Court to determine whether to finally approve and implement the Settlement pursuant to the terms
26 of this Agreement.

27 s. “Final Order” means the final order signed by the Court following the Final Fairness
28 and Approval Hearing in accordance with the terms herein, approving this Agreement.

t. “Gross Settlement Amount” means the settlement amount of One Hundred Fifty
Thousand Dollars and Zero Cents (\$150,000.00) which Defendant shall pay in connection with this
Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement
Payments, Attorneys’ Fees and Costs, the Enhancement Payment, Settlement Administration Costs,

1 and the LWDA Payment. Employer’s Share of Payroll Taxes shall be paid separately by Employer.

2 u. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
3 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments
4 that constitutes wages.

5 v. “Enhancement Payment” means a monetary award subject to Court approval of up to
6 Five Thousand Dollars and Zero Cents (\$5,000.00) that will be paid to Plaintiff pursuant to Section
7 3.06(e) of this Agreement.

8 w. “Individual Class Settlement Payment” means each Participating Class Member’s pro
9 rata share of the Net Settlement Amount calculated according to the number of Workweeks the Class
10 Member worked during the Class Period.

11 x. “Individual PAGA Settlement Payment” means each Aggrieved Employee’s pro rata
12 share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods the
13 Aggrieved Employee worked during the PAGA Period.

14 y. “LWDA” means the California Labor and Workforce Development Agency.

15 z. “LWDA Payment” means the portion of the PAGA Payment payable to the LWDA.

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

20 bb. “Motion for Preliminary Approval” means Plaintiff’s written motion, including any
21 evidence as may be required for the Court to grant preliminary approval of the Settlement
22 Agreement, including as required by Rule 3.769 of the California Rules of Court.

23 cc. “Net Settlement Amount” means the Gross Settlement Amount less the amount
24 allocated to Settlement Administration Costs, Attorneys’ Fees and Costs, Enhancement Payment,
25 and the PAGA Payment.

26 dd. “Objection” means the Class Member’s timely submission of a written objection
27 notice to the Class Settlement, which must explain the reason for the objection and be signed by the
28 Class Member.

1 cc. "Operative Complaint" means the Second Amended Complaint filed by Plaintiff
2 against Defendants in the Action.

3 ff. "PAGA" means the California Private Attorneys General Act of 2004, which is
4 codified in California Labor Code §§ 2698, *et seq.*

5 gg. "PAGA Payment" means the amount payable from the Gross Settlement Amount to
6 resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid to
7 the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

8 hh. "PAGA Period" means the period from January 8, 2023, through the date of
9 preliminary approval.

10 ii. "Participating Class Member" means a Class Member who does not timely request to
11 be excluded from the Settlement and will therefore receive a share of the Net Settlement Amount.

12 jj. "Preliminary Approval Date" means the date the Court preliminarily approves the
13 Settlement in accordance with the terms of this Agreement.

14 kk. "Preliminary Approval Order" means the order the Court enters approving and
15 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the
16 Final Fairness and Approval Hearing and granting preliminary approval of the Settlement set forth
17 in this Agreement, among other things.

18 ll. "Qualifying Pay Periods" means any pay period during which an Aggrieved
19 Employee worked at least one day for Defendant as a non-exempt hourly employee in California
20 during the PAGA Period.

21 mm. "Qualifying Workweeks" means any week during which a Class Member worked at
22 least one day for Defendant as a non-exempt hourly employee in California during the Class Period.

23 nn. "Released Class Claims" means the claims being released as described in Section
24 4.01, below.

25 oo. "Released PAGA Claims" means the claims being released as described in Section
26 4.02, below.

27 pp. "Released Parties" are defined in Section 4.01, below.
28

1 qq. "Request for Exclusion " means the Class Member's timely submission of a written
2 request to be excluded from the Class Settlement signed by the Class Member, which need only
3 include their name, last four digits of his/her Social Security Number (to verify identity), identify the
4 case as Searle v. Service Experts – California, LLC, and generally state that they request exclusion
5 from the class and do not wish to participate in the settlement, or words to that effect.

6 rr. "Settlement" means the final resolution and disposition of the Action pursuant to this
7 Agreement.

8 ss. "Settlement Administration Costs" means all costs (not to exceed \$6,000.00) incurred
9 by the Settlement Administrator in administering the Settlement, including, but not limited to, the
10 following: (i) printing, mailing and re-mailing (if necessary) of Class Notices to Class Members in
11 English and Spanish; (ii) preparing and submitting to Participating Class Members and government
12 entities all appropriate tax filings and forms; (iii) computing the amount of and distributing
13 Individual Settlement Payments, the Enhancement Award, Attorneys' Fees and Costs, and the
14 LWDA Payment; (iv) processing and validating Requests for Exclusions and Notices of Objection;
15 (v) establishing a Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and
16 (vi) calculating and remitting to the appropriate government agencies all employer and employee
17 payroll tax obligations arising from the Settlement and preparing and submitting filings required by
18 law in connection with the payments required by the Settlement.

19 tt. "Settlement Administrator" means Apex Class Action Administration which will be
20 responsible for the administration of the Settlement pursuant to the terms of this Agreement.

21 **ARTICLE II**

22 **CONTINGENT NATURE OF THE AGREEMENT**

23 **Section 2.01: Settlement Limited to Putative Class and Representative PAGA Claims**

24 The Action filed by Plaintiff includes (1) putative class claims based on alleged California
25 Labor Code violations; (2) a representative PAGA claim for civil penalties based on alleged
26 California Labor Code violations, and (3) individual claims based on alleged Labor Code
27 (retaliation and failure to provide personnel file) and Government Code (disability discrimination,
28 failure to accommodate, failure to engage, and failure to prevent discrimination and retaliation)

1 violations. This settlement is intended only to address Plaintiff’s putative class and representative
2 PAGA claims. Plaintiff’s individual claims will be addressed by a separate agreement. Settlement
3 of Plaintiff’s individual claims is contingent upon this Court granting final approval of his putative
4 class and PAGA claims.

5 **Section 2.02: Submitting an Amended PAGA Notice to the LWDA.**

6 Plaintiffs will submit an amended PAGA notice to the LWDA to include a claim against
7 Defendant for its failure to pay paid sick leave to its non-exempt employees at their regular rate of
8 pay.

9 **Section 2.03: Filing of a Second Amended Complaint.**

10 Plaintiff will file a Second Amended Complaint prior to filing his Motion for Preliminary
11 Approval of the Settlement to add a theory under his UCL and PAGA claims for failure to pay
12 redeemed paid sick leave at an employee’s regular rate of pay. The Second Amended Complaint
13 will become the Operative Complaint in the Action.

14 Defendant denies all of Plaintiffs’ claims and allegations in the Second Amended Complaint
15 without the necessity of Defendant filing an Answer to the Second Amended Complaint.

16 **Section 2.04: Stipulation to Class Certification for Settlement Purposes**

17 The Parties agree that the Action will be stayed until the requests for preliminary and final
18 approval of the Settlement are either granted or denied, except to proceed with those motions.
19 Because the Parties have stipulated to the certification of the Class with respect to all causes of action
20 alleged in the Operative Complaint for settlement purposes only, this Agreement requires preliminary
21 and final approval by the Court. Defendants do not consent to certification of the Class for any
22 purpose other than to effectuate the Settlement of the Action. Accordingly, the Parties enter into this
23 Agreement on a conditional basis. This Agreement is contingent upon the approval and certification
24 by the Court.

25 **Section 2.05: Continued Best Efforts to Obtain Court Approval of Settlement**

26 The Parties and their respective counsel shall take all steps that may be requested by the Court
27 relating to the approval and implementation of the Settlement in accordance with the terms of this
28 Agreement and shall use their respective best efforts to obtain Court approval and to implement this

1 Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for
2 Final Approval and instead addresses issues/concerns with the filed motion, the Parties agree to meet
3 and confer to address the Court's concerns.

4 **Section 2.06: Effect of Non-Occurrence of Effective Date**

5 If the Effective Date does not occur, the Parties agree as follows:

- 6 (a) Any conditional certification of the Class will be vacated and Plaintiff,
7 Defendant, and the Class will be returned to their positions with respect to the
8 Action as if this Agreement had not been entered into. Any Settlement
9 Administration costs incurred to that point will be split by the Parties.
10 However, if Defendant exercises its option to terminate this Settlement (as
11 addressed in Section 3.04(c)), Defendant shall be responsible for the full
12 amount of Settlement Administration Costs incurred up to the date of
13 termination.
- 14 (b) Any orders of the Court preliminarily or finally approving certification of any
15 class contemplated by this Agreement shall be null, void, and vacated, and
16 shall not be used or cited thereafter by any person or entity.
- 17 (c) The fact that the Parties were willing to stipulate to certification for the
18 purposes of this Agreement shall have no bearing on, nor be admissible in
19 connection with, the issue of certification of the Class with respect to any
20 cause of action alleged in the Action.
- 21 (d) The fact of the settlement terms reflected in this Agreement and the fact that
22 Defendant did not oppose the certification of a Class under this Agreement or
23 that the Court preliminarily approved the certification of the Class shall not be
24 used or cited thereafter by any person or entity in any manner whatsoever,
25 including without limitation any contested proceeding relating to the
26 certification of any class.

1 (c) This Agreement shall be deemed null and void, shall be of no force or effect
2 whatsoever, and shall not be referred to or used for any purpose whatsoever
3 (except as addressed in this Section regarding costs and agreements).

4 **ARTICLE III**

5 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

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

8 **Section 3.01: Preliminary Approval and Conditional Class Certification**

9 Within 60 days of this Stipulation and Settlement of Class Action Claims being executed by
10 all Parties, Plaintiff will submit the Motion for Preliminary Approval along with this Agreement to
11 the Court for preliminary approval pursuant to Rule 3.769 of the California Rules of Court. Plaintiffs’
12 Motion for Preliminary Approval will request an order conditionally certifying the Class. The Motion
13 for Preliminary Approval will request a hearing date for the Final Fairness and Approval Hearing to
14 be included in the Preliminary Approval Order. Defendant will not oppose the Motion for
15 Preliminary Approval. At least five (5) business days prior to submission of Plaintiff’s Motion for
16 Preliminary Approval, Plaintiff’s counsel will prepare and deliver to Defense Counsel a draft of the
17 Motion for Preliminary Approval papers for counsel’s review, including a draft of the notice,
18 memorandum in support, and any supporting declarations. Any proposed changes or revisions shall
19 be incorporated by Class Counsel to the extent Class Counsel deems them reasonable. However, if
20 Class Counsel chooses not to incorporate Defendant’s requested changes or revisions, Defendants
21 reserve the right to file an objection and/or opposition to Plaintiff’s Motion for Preliminary Approval
22 of the parties’ Settlement.

23 **Section 3.02: The Settlement Administrator**

24 Plaintiff has sought bids from two settlement administrators agreed upon by Defendants to
25 administer the settlement. The Parties have chosen Apex Class Action Administration to administer
26 the Settlement pursuant to this Agreement and to act as the Settlement Administrator. The Settlement
27 Administrator shall perform all functions required under this Agreement and take necessary steps to
28 effectuate the Settlement, including, but not limited to, the following: distributing and responding to

1 inquiries about the Class Notice; determining the validity of any Requests for Exclusion and/or notice
 2 of Objection; calculating the Net Settlement Amount and the Individual Settlement Payments;
 3 issuing the Individual Settlement Payment checks and distributing them to Participating Class
 4 Members and Aggrieved Employees; issuing the PAGA Payment to the LWDA; and issuing payment
 5 to Class Counsel for Attorneys’ Fees and Costs, to Plaintiff for his Enhancement Award, and to the
 6 appropriate taxing authorities for the Employer’s Share of Payroll Taxes. The Settlement
 7 Administrator shall provide Class Counsel with estimated average of the recovery for the Class
 8 Members, and the high and low ranges. To protect Class Members’ privacy rights, the Settlement
 9 Administrator shall maintain any and all Class Member identifying information provided to it by
 10 Defendant (“Class Data”) in confidence, use the Class Data only for purposes of this Settlement and
 11 for no other purpose, and restrict access to the Class Data to Administrator employees who need
 12 access to the Class Data to effectuate the terms of this Agreement. The Settlement Administrator
 13 has a continuing duty to immediately notify Defense Counsel if it discovers the confidentiality of the
 14 Class Data has been breached.

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

16 No later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendant
 17 will provide the Settlement Administrator the Class List.

18 Within ten (10) calendar days of receiving the Class List from Defendant, the Settlement
 19 Administrator will send Class Members, by first-class mail, at their last known addresses, the Court
 20 approved Class Notice. The Class Notice will include a calculation of each Class Member’s estimated
 21 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
 22 mailing of the Class Notice to postmark objections or Requests for Exclusion. Prior to the initial
 23 mailing, the Settlement Administrator will check all Class Member addresses against the National
 24 Change of Address database and shall update any addresses before mailing. Class Members shall not
 25 be required to submit claim forms in order to receive their share of the Net Settlement Amount.

26 If a Class Notice is returned with a forwarding address, the Settlement Administrator shall
 27 re-mail the Class Notice to the forwarding address. With respect to each Class Member whose Notice
 28 is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall

1 promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on a
 2 database such as LexisNexis based on set criteria and, if another address is identified, shall mail the
 3 Notice Packet to the newly identified address. It is the intent of the Parties that reasonable means be
 4 used to locate Class Members and that the Settlement Administrator be given discretion to take steps
 5 in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to
 6 the Participating Class Members.

7 If a Class Member’s Notice is re-mailed, the Class Member shall have twenty (20) days from
 8 the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, to
 9 postmark objections or requests for exclusion. If the Class Notice is re-mailed, the Settlement
 10 Administrator will note for its own records and notify Class Counsel and Defense Counsel as part of
 11 a weekly status report provided to the Parties.

12 In the event a Class Notice remains undeliverable forty-five (45) days after its initial mailing
 13 or twenty (20) days after re-mailing, the Settlement Administrator will not mail the Class Member’s
 14 Individual Settlement Payment. The Settlement Administrator will hold the Class Member’s
 15 Individual Settlement Payment during the Check-Cashing Period on behalf of the Class Member. If,
 16 at the conclusion of the Check-Cashing Period, the Class Member’s Notice and Individual Settlement
 17 Payment remain undeliverable, the Settlement Administrator will deliver the monies represented by
 18 the check to the State of California’s State Controller Unclaimed Property Fund with an identification
 19 of the amount of unclaimed funds attributable to each Class Member.

20 No later than thirty (30) court days prior to the Final Fairness and Approval Hearing, the
 21 Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration
 22 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
 23 for and re-sending of any returned Notice Packets, as well as the number of requests for exclusion
 24 and objections that the Settlement Administrator received.

25 If the Final Fairness and Approval Hearing is continued for any reason, the Settlement
 26 Administrator will update its website for this matter to note the new date, time, and location of the
 27 Final Fairness and Approval Hearing.

28 **Section 3.04: Responses to Notice**

1 **a. Settlement Terms Bind All Class Members Who Do Not Submit a Timely**
2 **Request for Exclusion**

3 Any Class Member who does not affirmatively opt out of the Settlement by submitting a
4 timely Request for Exclusion will be bound by all of its terms including those pertaining to the
5 Released Class Claims and Released PAGA Claims, as well as any Final Order that may be entered
6 by the Court if it grants final approval of the Settlement. However, any Aggrieved Employee who
7 opts out of the Settlement will still be releasing the PAGA Released Claims.

8 **b. Class Member Disputes**

9 If a Class Member/Aggrieved Employee disputes the Individual Settlement Payment
10 Amount or basis thereof, the Class Member/Aggrieved Employee may produce evidence to the
11 Settlement Administrator for the Class/PAGA Period. In order for the dispute to be considered,
12 s/he must follow the directions on the Notice of Class Action Settlement.

13 Written notice of the dispute must be received by the Settlement Administrator within 45
14 calendar days of the mailing or twenty (20) days of re-mailing of the Notice. The date of mailing of
15 the Notice by the Settlement Administrator to the Class Member, and the date the notice of dispute
16 was postmarked, shall be conclusively determined according to the records of the Settlement
17 Administrator. Upon the timely receipt of any dispute, the Settlement Administrator will notify
18 Defense Counsel in writing (email constitutes a writing for this purpose) of the dispute within three
19 (3) business days of receipt. Defendant's records will be presumed determinative, absent evidence
20 to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted
21 by the Class Member and make the final decision as to the validity of such evidence.

22 **c. Requests for Exclusion from Class Members**

23 By entering into this Agreement, Plaintiff agrees that he will not request exclusion from the
24 Class. Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must
25 send the Administrator by mail, a Request for Exclusion that must be signed by the Class Member
26 or his or her authorized representative, include the last four digits of his/ Social Security Number (to
27 verify his/her identity) and identify the case as *Searle v. Service Experts – California, LLC*,
28 postmarked by no later than forty-five (45) days after the date the Settlement Administrator initially

1 mails the Notice Packet to the Class Members, or twenty (20) days after the Settlement Administrator
2 re-mails a Notice Packet. The Class Notice shall contain instructions on how to validly exclude
3 oneself from the Class and this Settlement, but the Request for Exclusion must just state that they
4 request exclusion from the class and do not wish to participate in the settlement, or words to that
5 effect. The date of the initial mailing of the Class Notice, or re-mailing of the Class Notice, and the
6 date the signed Request for Exclusion was postmarked, shall be conclusively determined according
7 to the records of the Settlement Administrator. Any Class Member who timely and validly submits
8 a Request for Exclusion will not be entitled to any Individual Settlement Payment from the Net
9 Settlement Amount, will not be bound by the terms and conditions of this Agreement, and will not
10 have any right to object, appeal, or comment thereon. However, even if Class Members validly opt
11 out of the Settlement, they will still be entitled to a portion of the employees' share of the PAGA
12 Payment if the Class Member also qualifies as an Aggrieved Employee. The Parties agree that the
13 Court's approval of the Settlement Payment, inclusive of the settlement and release pertaining to the
14 PAGA claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the
15 fullest extent of the law.

16 Any Class Member who fails to timely submit a Request for Exclusion shall automatically
17 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action
18 are determined by the Court's Final Order, and by the other rulings in the Action. Thus, said Class
19 Member's rights to pursue any claims covered by the Action and/or released in this Agreement will
20 be extinguished.

21 Defendant has the unilateral right to void this Agreement in the event more than ten percent
22 (10%) of Class Members opt out of the Settlement. Defendants must notify Class Counsel and the
23 Court whether it is exercising this right to void no later than fourteen (14) days after the end of the
24 class notice period and the Settlement Administrator notifies the Parties of the total number of valid
25 Request for Exclusion Forms it has received. If Defendant exercises this option, it must pay for any
26 costs incurred by the Settlement Administrator.

27 **d. Objections to Settlement**

28 Class Members may object to the Settlement by submitting to the Settlement Administrator

1 his or her notice of Objection or by appearing at the Final Fairness and Approval Hearing to explain
 2 their objection(s). In order for a Class Member to object to this Agreement, or any term of it, the
 3 Class Member must not submit a Request for Exclusion notice (*i.e.*, must not opt out). The Objection
 4 notice must include the Class Member’s full name, address and telephone number, and a written
 5 statement of the grounds of objection, and be signed by the objecting Class Member or his or her
 6 attorney, along with all supporting papers for the objection as applicable. Settlement Class Members
 7 who fail to make objections in the manner specified above shall be deemed to have waived any
 8 objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to
 9 the Settlement.

10 The notice of Objection and supporting papers must be sent to the Settlement Administrator
 11 by mail/fax no later than forty-five (45) days after the Class Notice was initially mailed or twenty
 12 (20) days of re-mailing to the Class Members. The date of the initial mailing or re-mailing of the
 13 Class Notice, and the date the signed notice of Objection was postmarked, shall be conclusively
 14 determined according to the records of the Settlement Administrator. The Settlement Administrator
 15 shall send any notice of Objection it receives to Defense Counsel and Class Counsel within three (3)
 16 business days of receipt.

17 The Court retains final authority with respect to the consideration and admissibility of any
 18 Class Member objections.

19 **e. Encouragement of Class Members**

20 The Parties, Class Counsel, and Defense Counsel shall not, directly or indirectly, through any
 21 person, encourage or solicit any Class Member to exclude himself or herself from this Settlement
 22 (opt out) or to object to the Settlement. However, nothing in this Agreement shall bar or prohibit
 23 any Party, Class Counsel, or Defense Counsel from responding to questions from Class Members
 24 concerning this Settlement.

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

26 The Final Fairness and Approval Hearing shall be held before the Court in order to (1) review
 27 this Agreement and determine whether the Court should grant final approval pursuant to the Motion
 28 for Final Approval, and (2) consider any timely objections made pursuant to Section 3.04(d), above,

1 and any responses from the Parties to such objections. At the Final Fairness and Approval Hearing,
 2 the Parties shall ask the Court to grant final approval of this Agreement and shall submit to the Court
 3 a proposed Final Order and Judgment.

4 **Section 3.06: Settlement Payment Procedures**

5 **a. Funding the Settlement Amount**

6 In exchange for the releases set forth in this Agreement and subject to the terms and
 7 conditions set forth herein, Defendant agrees to pay the Gross Settlement Amount (“GSA”) of One-
 8 hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) on a non-reversionary basis. The
 9 Gross Settlement Amount includes Individual Settlement Payments to Participating Class Members
 10 and Aggrieved Employees, Settlement Administration Costs, Attorneys’ Fees and Costs, an
 11 Enhancement Payment, and the LWDA Payment.

12 Defendant agrees to pay the Gross Settlement Amount and the Employer’s Share of Payroll
 13 Taxes to the Settlement Administrator within 15 calendar days of the Effective Date of the
 14 Settlement. In no event shall Defendant be required to pay more than the Gross Settlement Amount
 15 and the Employer’s Share of Payroll Taxes.

16 The Individual Settlement Payments shall be made within fourteen (14) calendar days after
 17 the Settlement Administrator receives the Payment from Defendant. The Attorneys’ Fees awarded
 18 to Plaintiffs’ counsel by the Court, all of the Costs awarded to Plaintiffs’ counsel by the Court, any
 19 Enhancement Award to Plaintiff, the Settlement Administrator costs, and the payment to the LWDA,
 20 shall be made within fourteen (14) calendar days after the Settlement Administrator receives the
 21 Payment from Defendant.

22 **b. Payment of Attorneys’ Fees and Costs**

23 Class Counsel shall apply for an award of attorneys’ fees of up to one-third (33 and 1/3%) of
 24 the Gross Settlement Amount, which is Fifty Thousand Dollars (\$50,000.00). In addition, subject to
 25 Court approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class
 26 Counsel’s prosecution of the Action not to exceed One Thousand Dollars (\$1,000.00). Such
 27 application for attorneys’ fees and costs shall be heard by the Court at the Final Fairness and Approval
 28 Hearing. Defendant will not object to or oppose Plaintiff’s application for these amounts. Class

1 Counsel shall be paid any Court-awarded attorneys' fees and costs as provided in this Section. The
2 Court's approval of attorneys' fees and/or costs in an amount less than that requested by Class
3 Counsel shall not invalidate this Agreement.

4 The Attorneys' Fees and Costs approved by the Court shall encompass all work performed
5 and all costs and expenses related to the investigation, prosecution, and settlement of the Action
6 incurred through the Effective Date. To the extent that the Court approves less than the amounts of
7 attorneys' fees and/or costs that Class Counsel requests, the difference between the requested and
8 awarded amounts will be reallocated to the Net Settlement Amount.

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

10 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
11 shall not constitute payment to any Participating Class Member. Class Counsel will submit an
12 application for Court approval for an allocation of Settlement Administration Costs no greater than
13 Six Thousand Dollars and Zero Cents (\$6,000.00). Defendant will not object to or oppose Plaintiff's
14 application for this amount. To the extent there are unused funds of this cost allocation, such funds
15 will be reallocated to the Net Settlement Amount. The Settlement Administration costs shall be paid
16 in accordance with this Section.

17 **d. Payment of Enhancement Payments to Plaintiff**

18 Subject to Court approval, Plaintiff shall receive an Enhancement Payment of up to Five
19 Thousand Dollars and Zero Cents (\$5,000.00) for his services as class representatives and in
20 exchange for a general release of Plaintiff's claims. Defendant will not oppose this request. The
21 Enhancement Payment will be paid from the Gross Settlement Amount and is not allocated as
22 payment to any Participating Class Member. Plaintiff shall be paid the Court-awarded Enhancement
23 Payment in accordance with this Section. To the extent that the Court approves less than the amount
24 of the Enhancement Payment that Plaintiff has requested, the difference between the requested and
25 awarded amount will be reallocated to the Net Settlement Amount.

26 Because it is the intent of the Parties that the Enhancement Payment represents payment to
27 Plaintiff for services performed on behalf of the Class Members and not to be considered wages, the
28 Settlement Administrator will not withhold any taxes from the Enhancement Payment. The

1 Enhancement Payment will be reported on an IRS Form 1099, which the Settlement Administrator
2 will provide to each Plaintiff and to the pertinent taxing authorities as required by law.

3 **e. LWDA Payment**

4 In consideration of claims alleged under PAGA, Class Counsel will request that the Court
5 approve allocation of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Gross Settlement
6 Amount as PAGA penalties. Seventy-five percent (75%), or Eleven Thousand Two Hundred Fifty
7 Dollars (\$11,250.00), of this amount will be paid to the LWDA, and twenty-five percent (25%), or
8 Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) will be allocated to the Net Settlement
9 Amount for distribution to Aggrieved Employees. Defendant will not oppose this request for
10 allocation and distribution of payments under this Section 3.06(f). The Court's adjustment, if any, of
11 the amount allocated as PAGA penalties will not invalidate this Agreement, as long as the Gross
12 Settlement Amount does not exceed \$150,000.00.

13 **f. PAGA Payments to Aggrieved Employees**

14 If a Class Member requests exclusion from the Settlement, the Class Member is still entitled
15 to his or her share of the employees' portion of the PAGA Payment if he/she is an Aggrieved
16 Employee, which will be determined on a pro rata basis based upon the number of pay periods that
17 the Aggrieved Employee worked during the PAGA Period. The Parties agree that the Court's
18 approval of the Settlement Payment, inclusive of the settlement and release pertaining to the PAGA
19 claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the fullest
20 extent of the law.

21 **g. Individual Settlement Payments to Participating Class Members**

22 The Parties agree that the Net Settlement Amount shall be used to fund Individual Class
23 Settlement Payments and Individual PAGA Settlement Payments (collectively, "Individual
24 Settlement Payments"). The Parties agree that the Net Settlement Amount shall be divided between
25 all Participating Class Members in proportion to the number of Qualifying Workweeks for each Class
26 Member. To calculate the amount each Participating Class Member will receive, the Net Settlement
27 Amount will be divided by the total number of Qualifying Workweeks worked by all Participating
28 Class Members during the Class Period to determine the base dollar amount per Qualifying

1 Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks
 2 for each Participating Class Member by the base dollar amount. In addition, all Aggrieved Employees
 3 shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees
 4 based on their Qualifying Pay Periods during the PAGA Period. The Settlement Administrator shall
 5 disperse Individual Settlement Payments to Participating Class Members in compliance with Section
 6 3.06 (a) above.

7 Each Individual Settlement Payment will represent wages, penalties, expenses and interest
 8 allocated using the following formula: forty (40%) allocated to wages (with legally required tax
 9 withholding) and sixty percent (60%) allocated to penalties, expenses and interest.

10 Based on the information contained in the Class List, the Settlement Administrator shall
 11 calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each
 12 Participating Class Member based on the formula specified above, (c) the amount of the Individual
 13 Settlement Payments to be allocated to wages and interest and penalties based on the formula
 14 specified above, (d) the Employer’s Share of Payroll Taxes; and (e) the employee tax withholding
 15 amount based on the allocation of each Individual Settlement Payment to wages.

16 Individual Settlement Payments allocated to wages will be reduced by applicable employee
 17 withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the
 18 Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 for the
 19 interest, expenses and penalty portions of the Individual Settlement Payments.

20 Participating Class Members shall have 180 days from the date their Individual Settlement
 21 Payment checks are dated to cash their settlement checks.

22 **h. Distribution of the Gross Settlement Amount**

23 The Settlement Administrator will distribute the Individual Settlement Payments to
 24 Participating Class Members in accordance with Section 3.06(a) above. If Individual Settlement
 25 Payments are returned to the Settlement Administrator as undeliverable, the Settlement
 26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
 27 a mass search on a database such as LexisNexis based on set criteria and, if another address is
 28 identified, shall mail the check to the newly identified address. If the Settlement Administrator is

1 unable to obtain a valid mailing address or if any funds representing Individual Settlement Payments
2 remain uncashed upon the expiration of the Check-Cashing Period, the Settlement Administrator will
3 deliver the monies represented by the check to the State of California’s State Controller Unclaimed
4 Property Fund with an identification of the amount of unclaimed funds attributable to each Class
5 Member.

6 **i. No Credit Toward Benefit Plans**

7 The Individual Settlement Payments made to Participating Class Members under this
8 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
9 calculate any additional benefits under any benefit plans to which any Class Members may be
10 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
11 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’
12 intent that this Agreement will not affect any rights, contributions, or amounts to which any Class
13 Members may be entitled under any benefit plans.

14 **ARTICLE IV**

15 **RELEASES**

16 **Section 4.01: Releases by Participating Class Members and Plaintiff**

17 a. December 18, 2019 through the date of preliminary approval of the settlement is the
18 “Settlement Class Release Period.” During the Settlement Class Release Period, Plaintiff and
19 Participating Class Members will release the Released Parties (defined in this paragraph below) from
20 all claims under federal, state or local law, that were asserted or could have been asserted based on
21 the facts, claims, and theories expressly pleaded in the Second Amended Complaint to be filed or
22 any prior Complaints; the facts, claims or theories expressly raised in Plaintiff’s amended notice to
23 the LWDA filed on March 19, 2025, or Plaintiff’s prior notice to the LWDA dated December 7,
24 2023, regarding Defendant; and/or any facts, claims or theories arising under any applicable IWC
25 Wage Orders, including claims for: (1) failure to pay minimum wages for all hours worked (based
26 on theories including but not limited to alleged off-the-clock work, rounding of time, time
27 manipulation, uncompensated drive time to/from work assignments, uncompensated on-call time);
28 (2) failure to pay overtime wages (based on theories including but not limited to alleged off-the-

1 clock work, rounding of time, time manipulation, uncompensated drive time to/from work
 2 assignments, uncompensated on-call time, and failure to include SPIFFS and non-discretionary
 3 bonuses into the regular rate for computation of overtime), (3) failure to provide meal breaks, (4)
 4 failure to provide rest breaks, (5) failure to timely pay wages during employment, (5) failure to pay
 5 all wages owing at the end of employment, (6) failure to provide accurate wage statements; (7)
 6 unreimbursed business expenses, (8) failure to pay redeemed paid sick leave at the regular rate of
 7 pay, and (9) violations of the Unfair Competition Law, Calif. Bus. & Prof. Code §§17200 *et. seq.*
 8 (“UCL”) (“Released Class Claims”).

9 Plaintiff and Participating Class Members will waive and release the Released Class Claims
 10 against Defendant, together with its affiliates, subsidiaries, and parent, and each of the foregoing
 11 entities’ current and former owners, members, officers, directors, managers, employees and agents
 12 (collectively, including Defendant, the “Released Parties”).

13 **Section 4.02: PAGA Release by Aggrieved Employees, the LWDA and Plaintiff**

14 a. January 8, 2023 through the date of preliminary approval of the settlement is the
 15 “PAGA Release Period.” In addition to the release set forth in Section 4.01 above, for the PAGA
 16 Release Period, Plaintiff, on behalf of himself and as an agent and proxy on behalf of the LWDA,
 17 and the Aggrieved Employees, shall release the Released Parties from any and all claims and/or
 18 causes of action under the PAGA that were asserted or could have been asserted based upon the
 19 facts, claims and theories expressly pleaded in the Second Amended Complaint to be filed and/or
 20 any prior Complaints, and/or any facts, claims, or theories set forth in the supplemental LWDA
 21 notice dated March 19, 2025, or the prior LWDA Notice against Defendant dated December 7, 2023,
 22 including but not limited to, claims for civil penalties for alleged Labor Code violations under the
 23 PAGA, including the alleged (1) failure to pay minimum wages for all hours worked (based on
 24 theories including but not limited to alleged off-the-clock work, rounding of time, time manipulation,
 25 uncompensated drive time to/from work assignments, uncompensated on-call time); (2) failure to
 26 pay overtime wages (based on theories including but not limited to alleged off-the-clock work,
 27 rounding of time, time manipulation, uncompensated drive time to/from work assignments,
 28 uncompensated on-call time, and failure to include SPIFFS and non-discretionary bonuses into the

1 regular rate for computation of overtime), (3) failure to provide meal breaks, (4) failure to provide
 2 rest breaks, (5) failure to timely pay wages during employment; (6) failure to pay all wages owing
 3 at the end of employment, (7) failure to provide accurate wage statements; (8) unreimbursed business
 4 expenses, and (9) failure to pay redeemed paid sick leave at the regular rate of pay. (“Released PAGA
 5 Claims”). All Aggrieved Employees will receive a portion of the settlement designated as the
 6 Aggrieved Employees’ portion of the PAGA Penalty, regardless of if such Aggrieved Employees
 7 exclude themselves or opt-out of the Settlement Class. The Parties agree that the Court’s approval
 8 of the Settlement, inclusive of the settlement and release by Plaintiff, the LWDA and the Aggrieved
 9 Employees pertaining to the PAGA claim, shall be entitled to res judicata, issue preclusion, and claim
 10 preclusion effect to the fullest extent of the law.

11 **Section 4.03: General Release by Plaintiff**

12 b. For and during the Settlement Class Release Period, Plaintiff, for himself, his heirs,
 13 successors, and assigns, waive, release, acquit, and forever discharges the Released Parties from any
 14 and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising
 15 from Plaintiff’s employment with Defendant, whether known or unknown, which exist or may exist
 16 as of the Parties’ execution of this Agreement.

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

18 *“A general release does not extend to claims that the creditor or releasing party*
 19 *does not know or suspect to exist in his or her favor at the time of executing the*
 20 *release and that, if known by him or her, would have materially affected his or*
 21 *her settlement with the debtor or released party.”*

22 Plaintiff’s general release provided by each of them herein is made with an express waiver and
 23 relinquishment of any claim, right, or benefit under California Civil Code § 1542. Plaintiff warrants
 24 that they have read this Agreement, including this waiver of California Civil Code § 1542, and that
 25 Plaintiffs have consulted with or had the opportunity to consult with counsel about this Agreement
 26 and specifically about the waiver of § 1542, and that Plaintiff understands this Agreement and the §
 27 1542 waiver, and so they freely and knowingly enter into this Agreement. Plaintiff further
 28 acknowledge that Plaintiff later may discover facts different from or in addition to those Plaintiff

1 now knows or believes to be true regarding the matters released or described in this Agreement, and
2 even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain
3 effective in all respects notwithstanding any later discovery of any different or additional facts. This
4 release expressly excludes Plaintiff's individual claims against Defendant as addressed in the Parties'
5 Confidential Settlement and General Release Agreement.

6 **Section 4.04: Plaintiff's Employment**

7 It is understood that by entering into this Agreement, the Parties agree that Plaintiff's
8 employment with Defendant has ended. It is Defendant's position that it had legitimate, non-
9 discriminatory and non-retaliatory reasons for ending the employment relationship.

10 **Section 4.05: No Additional Attorneys' Fees or Costs**

11 Except for the allocation of attorneys' fees and costs from the Gross Settlement Amount set
12 forth herein, the Parties agree to bear their own attorneys' fees and costs related to this Action.

13 **Section 4.06: Inapplicability of California Labor Code 206.5**

14 The Participating Class Members, including Plaintiff, shall be deemed to have acknowledged
15 and agreed that there is a bona fide dispute as to their claim for wages and/or penalties and/or any
16 other recovery solely in connection with this Action, and that the payments to them set forth in this
17 Agreement constitute payment of all sums allegedly due to them solely from the claims alleged in
18 the Action. Participating Class Members, including Plaintiff, shall be deemed to have acknowledged
19 and agreed that Labor Code section 206.5 does not apply to any such payments. That section provides
20 in pertinent part as follows: "**No employer shall require the execution of any release of any claim
21 or right on account of wage due, or to become due, or made as an advance on wages to be
22 earned, unless payment of such wages has been made.**" Each Participating Class Member shall
23 be deemed to have made the foregoing Release as if by manually signing it. This section in no way
24 limits the releases set forth in Sections 4.01, 4.02 and 4.03, above.

25 **ARTICLE V**

26 **LIMITATIONS ON USE OF THIS SETTLEMENT**

27 **Section 5.01: No Admission**

28 Defendant disputes the allegations in the Action and contends that, but for this Settlement, a

1 Class should not have been certified in the Action. This Agreement is entered into solely for the
 2 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
 3 construed as an admission of liability or wrongdoing by Defendant. The Parties enter into this
 4 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and
 5 risk of continued litigation. In entering into this Agreement, Defendant does not admit—and in fact
 6 specifically denies—that it violated any federal, state, or local law; violated any regulations or
 7 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
 8 requirements; breached any contract; violated or breached any duty; engaged in any
 9 misrepresentation or deception; or engaged in any other unlawful conduct with respect to any and all
 10 employees at Defendant. Neither this Agreement, nor any of its terms or provisions, nor any of the
 11 negotiations connected with it, will be construed as an admission or concession by Defendant of any
 12 such violations or failures to comply with any applicable law. Except as necessary in a proceeding
 13 to enforce the terms of this Agreement, this Agreement and its terms and provisions will not be
 14 offered or received as evidence in any action or proceeding to establish any liability or admission on
 15 the part of Defendant or the Released Parties or to establish the existence of any condition
 16 constituting a violation of, or non-compliance with, federal, state, local, or other applicable law.

17 **Section 5.02: Non-Evidentiary Use**

18 Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the
 19 Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
 20 to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including
 21 but not limited to, evidence of a presumption, concession, indication, or admission by any of the
 22 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
 23 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
 24 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
 25 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
 26 released through this Agreement.

27 **Section 5.03: Nullification**

28 The Parties have agreed to the certification of the Class encompassing all claims alleged in

1 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
 2 make a final determination that it will not certify this Class for settlement, or (b) the Court should
 3 for any reason make a final determination that it will not approve this Settlement, or (c) the Court
 4 should for any reason make a final determination that it will not enter the Final Order, or (d) the Final
 5 Order is reversed, or declared or rendered void, or (e) the Court should for any reason make a final
 6 determination that it will not dispose of the Action in its entirety, then (i) this Agreement shall be
 7 considered null and void; (ii) neither this Agreement nor any of the related negotiations or
 8 proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same
 9 position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court;
 10 and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action
 11 pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in
 12 connection with, the issue of whether the Class should be certified by the Court in a non-settlement
 13 context in this Action or any other action, and in any of those events, Defendant expressly reserves
 14 the right to oppose certification of the Class.

15 **ARTICLE VI**

16 **MISCELLANEOUS PROVISIONS**

17 **Section 6.01: Amendments or Modification**

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

20 **Section 6.02: Assignment**

21 None of the rights, commitments, or obligations recognized under this Agreement may be
 22 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
 23 consent of all other Parties and their respective counsel. The representations, warranties, covenants,
 24 and agreements contained in this Agreement are for the sole benefit of the Parties under this
 25 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

26 **Section 6.03: Governing Law**

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

1 of laws.

2 **Section 6.04: Entire Agreement**

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

13 **Section 6.05: Waiver of Compliance**

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

20 **Section 6.06: Counterparts and Electronic Signatures**

21 This Agreement, and any amendments hereto, may be executed in any number of
 22 counterparts, and any Party and/or their respective counsel may execute any such counterpart, each
 23 of which when executed and delivered shall be deemed to be an original. All counterparts taken
 24 together shall constitute one instrument. A fax, PDF, or electronic signature on this Agreement shall
 25 be as valid as an original signature.

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

27 Should any dispute arise among the Parties or their respective counsel regarding the
 28 implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet

1 and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

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

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

5 **Section 6.9: Cooperation in Drafting**

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

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

10 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
11 the Action and have arrived at this Agreement through arm’s-length negotiation and in the context
12 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
13 further believe that the Settlement is consistent with public policy, and fully complies with applicable
14 law. The Parties further acknowledge that they are each represented by competent counsel and have
15 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
16 Settlement.

17 **Section 6.11: Headings**

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

21 **Section 6.12: Notice**

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

24 *To Plaintiff and the Class:*

25 Robert Wassermann
26 Jenny Baysinger
27 MAYALL HURLEY, PC
28 112 South Church Street
Lodi, CA 95240
T: (209) 477-3833

1 E: rwassermann@mayallaw.com
2 jbaysinger@mayallaw.com

3 And

4 *To Defendant:*

5 Alison L. Tsao
6 Marianne C. Koepf
7 Christopher Dawood
8 CDF LABOR LAW LLP
9 601 Montgomery Street, Suite 333
10 San Francisco, California 94111
11 T: (415) 981-3233
12 E: atsao@cdfsaborlaw.com
13 mkoepf@cdfsaborlaw.com

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

15 To the extent consistent with class action procedure, this Agreement shall be enforceable by
16 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
17 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
18 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
19 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
20 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
21 extent to enforce and effectuate the terms and intent of this Agreement.

22 **Section 6.14: Mutual Full Cooperation**

23 The Parties agree fully to cooperate with each other to accomplish the terms of this
24 Agreement, including but not limited to execution of such documents, and taking such other action
25 as may reasonably be necessary to implement the terms of this Agreement. The Parties to this
26 Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to
27 effectuate this Agreement and its terms. In the event the Parties are unable to reach agreement on the
28 form or content of any document needed to implement the Settlement (after execution of this
agreement), or on any supplemental provisions that may become necessary to effectuate the terms of
the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel represent and warrant that they are authorized by Plaintiff, and Defense

1 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to
2 effectuate the terms of this Agreement, except for signing documents, including but not limited to
3 this Agreement, that are required to be signed by the Parties. Defendant represents and warrants that
4 the individual executing this Agreement on its behalf has the full right, power, and authority to enter
5 into this Agreement and to carry out the transactions contemplated herein.

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

7 The Parties have made such investigation of the facts and the law pertaining to the matters
8 described herein and to this Agreement as they deem necessary, and have not relied, and do not
9 rely, on any statement, promise, or representation of fact or law, made by any of the other Parties,
10 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or
11 asserted rights, or with regard to the advisability of making and executing this Agreement, or with
12 respect to any other matters. No representations, warranties, or inducements, except as expressly
13 set forth herein, have been made to any party concerning this Agreement.

14 3/26/2025

15 Dated: March __, 2025

Signed by:



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Carl Searle
Plaintiff

18 3/27/2025

19 Dated: March __, 2025

DocuSigned by:



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Service Experts – California, LLC
By: William Evans
Its Chief Legal Officer

1 APPROVED AS TO CONTENT AND FORM:

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3/26/2025

Dated: March __, 2025

DocuSigned by:

Robert Wasserman

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Robert Wasserman
Mayall Hurley, PC
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Dated: March 26, 2025

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EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

(Searle v. Service Experts – California, LLC., Superior Court of California, County of Alameda, Case No. 23CV056732 (“Action”))

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS HAVING BEEN EMPLOYED BY SERVICE EXPERTS – CALIFORNIA, LLC, IN CALIFORNIA, AT ANY TIME BETWEEN DECEMBER 18, 2019, THROUGH _____, 2025.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from the Action filed against Service Experts – California, LLC (“Defendant”) for alleged violations of California’s wage and hour laws. The Action was filed by Carl Searle, a former employee of Defendant (“Plaintiff”), and seeks payment of (1) unpaid wages, unreimbursed expenses, statutory damages and penalties, interest and attorneys’ fees on behalf of all current and former non-exempt employees who worked for Defendant in California during the Class Period (December 18, 2019, through May 14, 2025 (the “Class Members”)); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt hourly-paid employees who worked for Defendant in California during the PAGA Period (January 8, 2023, through May 14, 2025 (the “Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement, resulting in Individual Class Payments to Participating Class Members (those who do not exclude themselves from the settlement), and (2) a PAGA Payment, resulting in Individual PAGA Payments to Aggrieved Employees and a payment to the California Labor and Workforce Development Agency (“LWDA”).

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

<i>Two Parts</i>	<i>Workweeks Worked During Class Period (Class Member) and PAGA Period (PAGA Group Member)</i>	<i>Your Estimated Share¹</i>
<i>Class Member</i>	<i>INSERT Workweeks (During Class Period)</i>	<i>\$INSERT Estimated (Individual Class Payment)</i>
<i>Aggrieved Employee</i>	<i>INSERT Workweeks (During PAGA Period)</i>	<i>\$INSERT Estimated (Individual PAGA Payment)</i>

¹ The *estimated* amount allocated to you may be subject to change due such factors as the total number of Participating Settlement Class Members and the total number of PAGA Group Members.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<p>Do Nothing and Receive a Payment</p>	<p>To receive a cash payment from the Settlement, you do not have to do anything.</p> <p>If you do nothing, you will be considered a Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.</p>
<p>Exclude Yourself</p> <p>The Response Deadline is _____</p>	<p>To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive any Settlement Share and you will not be bound by the Settlement; however, if you were employed during the PAGA Period, you will still be paid your individual PAGA Payment and will release the Released PAGA Claims regardless of whether you submit a request for exclusion.</p> <p>If you choose to exclude yourself, you must notify the Settlement Administrator as explained in Section 7 below.</p>
<p>Object to the Settlement</p> <p>The Response Deadline is _____</p>	<p>Write to the Court about why you object to or do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection.</p> <p>Instructions are provided in Section 8 below.</p>
<p>Dispute the Number of Workweeks</p> <p>The Response Deadline is _____</p>	<p>If you believe the number of workweeks that you worked for Defendant during the Class and PAGA Periods as shown in the chart on the first page of this notice is incorrect, notify the Settlement Administrator. Explain why you dispute the number of workweeks and please provide any documents supporting the basis for your dispute.</p>

1. Why did I get this Notice?

A proposed class action settlement of the above-captioned action (the “Settlement”) pending in the Superior Court of the State of California, in and for the County of Alameda (the “Court”) has been reached between Plaintiff Carl Searle (“Plaintiff”) and Defendant Service Experts – California, LLC (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class and PAGA Notice because you have been identified as a member the Class or as an Aggrieved Employee defined as follows:

All current and former non-exempt hourly employees who are or were employed by Defendant in California at any time between December 18, 2019, through May 14, 2025 (“Class Period”) and who has not signed a general release agreement with Defendant during the Class Period are Class

Members unless they exclude themselves from the settlement. All current and former non-exempt hourly employees who are or were employed by Defendant in California at any time during the PAGA period (January 8, 2023, through May 14, 2025) are “Aggrieved Employees”.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want to be part of the Settlement, you don’t need to do anything to obtain your Individual Class Settlement Payment. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this class and representative action lawsuit about?

On December 7, 2023, Plaintiff submitted a notification letter to Defendant and the Labor & Workforce Development Agency (“LWDA”) alleging several wage and hour claims, including the failure to pay minimum wages and overtime pay, the failure to properly calculate and pay overtime wages and sick pay, the failure to provide meal and rest periods or appropriately calculate and pay meal/rest period premiums, the failure to timely pay wages, the failure to provide accurate itemized wage statements, the failure to pay all wages due and owing at the time of separation, and the failure to reimburse for business expenses (the “PAGA Claims”).

On December 18, 2023, Plaintiff filed this case in the Superior Court of California, County of Alameda, Case No. 23CV056732 (the “Class Action”) alleging several wage and hour claims on a class-wide basis, including the failure to pay minimum wage and overtime, the failure to properly calculate and pay overtime wages, the failure to provide meal and rest periods or appropriately calculate and pay meal/rest period premiums, the failure to timely pay wages, the failure to provide accurate itemized wage statements, the failure to pay all wages due and owing at the time of separation, the failure to reimburse for business expenses, and unlawful business practices (the “Class Claims”).

On April 30, 2024, Plaintiff filed a First Amended Complaint in order to add the PAGA Claim to the Class Action. On March __, 2025, Plaintiff filed a Second Amended Complaint to add a theory under his unfair business practices and PAGA claims for failure to pay redeemed paid sick leave at the regular rate of pay.

Defendant denies and disputes all claims pending in the Action. Specifically, Defendant contends Plaintiff and the Class were properly compensated for all time spent working and were paid all wages at the proper rate of pay, including minimum, overtime, and all sick pay wages, under California law; that Plaintiff and the Class were provided meal periods and rest periods and/or premiums in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant properly reimbursed Class Members for all expenses as required by California law; that Defendant is not liable for any damages or penalties claimed or that could be claimed based on the facts alleged in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on _____, 2025. At that time, the Court also preliminarily approved Plaintiff to serve as Class Representative and the law firm of Mayall Hurley P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of \$150,000 (the “Gross Settlement Amount”) to fund the settlement of this Class Action. The Gross Settlement Amount includes all payments to Participating Class Members, the costs of the Settlement Administrator, Class Counsel’s reasonable attorneys’ fees, expenses, and costs, Plaintiff’s Enhancement Payment, and payment to the LWDA for civil penalties collected pursuant to PAGA (“PAGA Payment”). The Employer’s Share of Payroll Taxes on the portion of the Individual Class Settlement Payments allocated to wages shall be separately paid by Defendant.

Within 15 calendar days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” is the later of the following: (i) if there are no objections to the Settlement, then the sixty-first (61st) day after service of notice of entry of the Judgment entered by the Court; (ii) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice of entry of the Judgment; or (iii) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described in the Settlement.

Amounts to be Paid from the Gross Settlement Amount. The following proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments are made to Class Members who do not request exclusion:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,000.00, for expenses, including expenses of notifying the Class Members of the Settlement, processing exclusion requests and objections, distributing Settlement Shares, the PAGA Payment, and tax forms, and handling inquiries and uncashed checks.
- Class Counsel’s Reasonable Attorneys’ Fees, Expenses, and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third of the Gross Settlement Amount, which is presently \$50,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$1,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will request and the final amounts paid will be decided by the Court at the Final Approval Hearing.
- Class Representative Enhancement Payment. A Class Representative Enhancement Payment in an amount not to exceed \$5,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will request and the final amount paid will be decided by the Court at the Final Approval Hearing.
- PAGA Payment. A payment of \$15,000 relating to the claim for penalties under the PAGA, \$11,250 of which will be paid to the LWDA (“LWDA Payment”). The remaining \$3,750 will be distributed to Class Members employed during the PAGA Period (January 8, 2023, through May 14, 2025) based on the number of pay periods worked during the PAGA Period. Class Members employed during the PAGA Period will receive

an Individual PAGA Settlement Payment, regardless of whether they submit a Request for Exclusion and will be subject to the PAGA Release.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel's Reasonable Attorneys' Fees, Expenses and Costs, the Class Representative Enhancement Payment, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Class Settlement Payments to Class Members who do not exclude themselves from the settlement. The Net Settlement Amount is estimated to be \$73,000.

Individual Class Settlement Payments from the Net Settlement Amount will be calculated as follows:

The Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all Participating Class Members during the Class Period to determine the base dollar amount per Qualifying Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks for each Participating Class Member by the base dollar amount.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Settlement Payment to the same address as this Class Notice. In addition, if the Settlement is approved by the Court and you were employed during the PAGA Period, you will automatically be mailed a check for your Individual PAGA Settlement Payment. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. For tax purposes, the Individual Class Settlement Payments shall be allocated as follows: 40% to wages and 60% to penalties and interest. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Class Member are unique to him/her, and each Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

4. What Do I Release Under the Settlement?

Upon the entry of final judgment and Defendant funding the Gross Settlement Amount and for the entirety of the Class Period, all Participating Class Members release the Defendant, together with its affiliated, subsidiaries, and parent, and each of the foregoing entities' current and former owners, members, officers, directors, managers, employees and agents (the "Released Parties") from all claims under federal, state or local law, that were asserted or could have been asserted based on the facts, claims, and theories expressly pleaded in the Second Amended Complaint or any prior Complaints; the facts, claims or theories expressly raised in Plaintiff's amended notice to the LWDA filed on March 19, 2025, or Plaintiff's prior notice to the LWDA dated December 7, 2023, , regarding Defendant; and/or any facts, claims or theories arising under any applicable IWC Wage Orders, including claims for: (1) failure to pay minimum wages for all hours worked (based on theories including but not limited to alleged off-the-clock work, rounding of time, time manipulation, uncompensated drive time to/from work assignments, uncompensated on-call time); (2) failure to pay overtime wages (based on theories including but not limited to alleged off-the-clock work, rounding of time, time manipulation, uncompensated drive time to/from work

assignments, uncompensated on-call time, and failure to include SPIFFS and non-discretionary bonuses into the regular rate for computation of overtime), (3) failure to provide meal breaks, (4) failure to provide rest breaks, (5) failure to timely pay wages during employment, (5) failure to pay all wages owing at the end of employment, (6) failure to provide accurate wage statements; (7) unreimbursed business expenses, (8) failure to pay redeemed paid sick leave at the regular rate of pay, and (9) violations of the Unfair Competition Law, Calif. Bus. & Prof. Code §§17200 *et. seq.* (“UCL”) (“Released Class Claims”).

If you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and/or any other Released Party about any of the Released Class Claims resolved by the Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims by All Class Members: Upon entry of final judgment and Defendant funding the Gross Settlement Amount, the Defendant and the Released Parties shall be entitled to a release from the State of California and Aggrieved Employees of all PAGA claims for any and all claims and/or causes of action under the PAGA that were asserted or could have been asserted based upon the facts, claims and theories expressly pleaded in the First Amended Complaint and/or any prior Complaints, and/or any facts, claims, or theories set forth in Plaintiff’s amended notice to the LWDA filed on March __, 2025, or Plaintiff’s prior notice to the LWDA dated December 7, 2023,, including but not limited to, claims for civil penalties for alleged Labor Code violations under the PAGA, including the alleged (1) failure to pay minimum wages for all hours worked (based on theories including but not limited to alleged off-the-clock work, rounding of time, time manipulation, uncompensated drive time to/from work assignments, uncompensated on-call time); (2) failure to pay overtime wages (based on theories including but not limited to alleged off-the-clock work, rounding of time, time manipulation, uncompensated drive time to/from work assignments, uncompensated on-call time, and failure to include SPIFFS and non-discretionary bonuses into the regular rate for computation of overtime), (3) failure to provide meal breaks, (4) failure to provide rest breaks, (5) failure to timely pay wages during employment; (6) failure to pay all wages owing at the end of employment, (7) failure to provide accurate wage statements; (8) unreimbursed business expenses, and (9) failure to pay redeemed paid sick leave at the regular rate of pay. (“Released PAGA Claims”).

5. How much will my payment be?

See Chart on page 1 of this Notice showing your estimated share of the Settlement.

If you wish to challenge the information regarding your workweeks set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [45 days after the mailing of the Notice or 20 days after re-mailing, whichever is later] (“Response Deadline”).

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. Following final approval of the Settlement by the Court, a check for your Individual Class Settlement Payment will be mailed automatically to the same address as this Class Notice. Similarly, if you were employed during the PAGA Period and regardless of whether you exclude yourself from the Class Settlement, a

check for your Individual PAGA Settlement Amount will be mailed automatically following final approval of the Settlement by the Court. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: _____ or (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ a.m./p.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel, the Enhancement Payment to Plaintiff, the costs for settlement administrator, and the PAGA Payment. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately 90 days after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may request exclusion from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Settlement Payment from the Settlement, and you will retain the right to sue Defendant for the Released Class Claims.** However, you will still be paid your Individual PAGA Settlement Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion from the Settlement.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline, which is _____ [45 days after the mailing of this Notice or 20 days after re-mailing, whichever is later]. The request to opt-out: (i) must be made in writing; (ii) must contain the name and sufficient information to verify the individual's identity; (iii) must be signed by the Class Member who is electing to be excluded; and (iv) must be mailed to the Settlement Administrator on or before the end of the Notice Period. Please include the name and number of the case, which is *Searle v. Service Experts – California, LLC.*, Case No. 23CV056732. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____ or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, including the attorneys' fees, costs, and administration expenses, the Enhancement Payment, and/or the PAGA Payment, in writing. Objections must be made in writing and include the objector's full name, address, and the basis for any Objection and, if the objector is represented by counsel, the name and address of the objector's counsel. The Objection must also state whether the Settlement Class Member intends to appear at the final approval hearing and present oral argument. At the Court's discretion, any Class Member who has not complied with these requirements may not be heard at the final approval hearing. Any Class Member who fails to comply with these requirements will be deemed to have waived any right to submit an Objection to the Settlement Agreement. All written objections or other correspondence should also state the name and number of the case, which is *Searle v. Service Experts – California, LLC.*, Case No. 23CV056732.

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [45 days after the mailing of the Class Notice].

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ a.m./pm. on _____, 2025 at the Alameda County Superior Court, Hayward Hall of Justice, located at 24405 Amador Street, Hayward, CA 94544, in Department 520 before Judge Julia Spain. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel, the Enhancement Payment to Plaintiff, the settlement administration costs, and the PAGA Payment. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____, visit the Settlement Administrator's website at www.WEBSITE.com, write to *Searle v. Service Experts – California, LLC*. Settlement Administrator, c/o _____; or contact Class Counsel.

This Class Notice summarizes the proposed settlement. You may also get more details by examining the Court's file on the Internet via the public webpage for the Superior Court of Alameda County (<https://eportal.alameda.courts.ca.gov/?q=node/388>) and entering the Case No. 23CV056732. If you wish to view the Court files in person, you can visit the Alameda County Superior Court, Hayward Hall of Justice, located at 24405 Amador Street, Hayward, CA 94544.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Share and portion of the PAGA Payment.
- Settlement checks will be null and void if not cashed within one hundred eighty (180) days after mailing. In such event, the Settlement Administrator shall pay all unclaimed funds to the State of California's State Controller Unclaimed Property Fund with identification of the specific amount of unclaimed funds attributable to each Class Member.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.