

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR SACRAMENTO COUNTY**

**NOTICE OF SETTLEMENT OF CLASS ACTION
RYBAKOV v. BISSELL BROS., INC.**

If you are or were employed by BISSELL BROS, Inc. (“Bissell Bros.” or “Defendant”) as a janitorial employee in California, a class action settlement may affect your rights.

The Sacramento County Superior Court (“the Court”) has authorized this notice in *Rybakov v. Bissell Bros., Inc.*, Case No. 34-2011-00110803 (the “Action”).

Please read this notice carefully and in its entirety. A state court authorized this notice. This is not a solicitation from a lawyer.

- In September 2011, janitorial employees sued Bissell Bros., Inc. (“Bissell Bros.”) alleging that Bissell Bros. failed to provide its non-exempt janitorial employees 30 minute meal periods, required them to work split-shifts without appropriate compensation, failed to pay some janitorial employees overtime for all overtime hours worked, and failed to include all hours worked and all applicable rates of pay on pay statements for periods in which Bissell Bros. failed to pay proper overtime compensation. The lawsuit further alleged that certain janitorial employees were not reimbursed for the use of their personal vehicles when traveling between worksites.
- The Court has conditionally certified the Action to be a class action for settlement purposes only. Janitorial employees employed by Bissell Bros. from September 14, 2007 to June 17, 2015 (the “Class Period”) together constitute the “Class Members.” The Court has not decided whether Bissell Bros. did anything wrong, and Bissell Bros. specifically denies violating any laws.
- Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT AN OPT-OUT FORM	<i>Opt-out or exclude yourself from the Settlement. Get no benefits from it.</i> <i>If you make a valid and timely written request to be excluded from the Settlement by timely submitting an Opt-Out Form, you will not receive any money, and you will not give up any rights you may have.</i>
DO NOTHING	<i>Receive part of the Settlement.</i> <i>If you do not do anything upon receipt of this notice, you will receive a sum of money based on how many hours you worked, and you will give up your right to sue for (1) overtime compensation, (2) meal break violations, (3) split-shift violations, and (4) reimbursement for use of personal vehicles while traveling between worksites, from September 14, 2007 to June 17, 2015, and related claims and penalties released by the Settlement.</i>

- Your options are explained in this notice. To submit a request to be excluded from this Settlement, you must act before **August 31, 2015**.

Please read this notice carefully.
See www.ssrplaw.com/Bissell for more information.

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You are receiving this notice because the Sacramento County Superior Court has granted preliminary approval to a class-action settlement and Defendant's records indicate that you may be a Class Member in this Settlement.

As a Class Member in this Settlement, your interests are being represented at no expense to you by Class Counsel Hunter Pyle and Rachel Evans of Sundeen Salinas & Pyle and Alex G. Tovarian of the Law Office of Aleksey G. Tovarian. You may hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On September 14, 2011, former employees of Bissell Bros. ("Plaintiffs") filed a complaint on behalf of themselves and all other non-exempt janitorial employees employed by Bissell Bros. in the State of California from September 14, 2007 to the present (collectively referred to as "Class Members"), alleging claims for (1) failure to pay overtime premiums; (2) failure to pay all earned wages owed; (3) failure to maintain accurate record of hours worked; and (4) unlawful business practices. Plaintiffs filed their case in Sacramento County Superior Court (the "Court").

On July 9, 2014, Plaintiffs filed a First Amended Complaint, stating the following causes of action: (1) failure to pay overtime premiums; (2) failure to pay all earned wages owed; (3) failure to maintain accurate record of hours worked; (4) failure to reimburse business expenses; (5) failure to pay split shift premiums; (6) failure to provide off-duty meal periods; and (7) unlawful business practices.

Class Members may fall into one or both of the following categories: the "Main Class," referring to all janitorial employees of Bissell Bros. from September 14, 2007 to June 17, 2015, and the "Mileage Sub-Class," referring to all members of the Main Class who were required to use their vehicles for work-related purposes; specifically, to travel between worksites during their shifts.

Bissell Bros. denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and the Court has not decided whether any violations occurred.

The Parties reached this Settlement. This Settlement has been given preliminary approval by the Court, and this notice is being sent to all potential Class Members who now have the opportunity to participate in or exclude themselves from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. Monetary Settlement

Bissell Bros. has agreed to pay two hundred twenty-two thousand dollars and zero cents (\$222,000.00) to settle the Action ("Gross Settlement Amount"). The Gross Settlement Amount will include attorneys' fees and costs (not to exceed 33% of the Gross Settlement Amount in attorneys' fees and up to \$15,000.00 in costs) and Settlement Administrator Costs.

The Net Settlement Amount shall be established by the Settlement Administrator for the benefit of Class Members and from which Class Members shall be paid. The Net Settlement Amount shall be the remainder of the Gross Settlement Amount after deductions for attorneys' fees and costs (not to exceed 33% of the Gross Settlement Amount in attorneys' fees and up to \$15,000.00 in costs) and Settlement Administrator Costs. The Net Settlement Amount shall be allocated as follows: 50% to the Main Class and 50% to the Mileage Sub-Class.

B. Calculation of Claim Amount

Main Class:

There are approximately 820 Main Class Members. Main Class Members who do not submit a written request to be excluded from the Settlement shall have their Claim Amount calculated as follows:

1. Your numerator shall be the total number of workweeks worked;
2. The denominator shall be the aggregate amount of all numerators;
3. Your proportionate share of the settlement shall be your numerator divided by the denominator;
4. The Settlement Administrator will multiply the Net Settlement Amount by your proportionate share of the settlement to determine your settlement award.

The exact amount that you may receive from the settlement is currently unknown and depends on whether or not any Class Members opt out, and the number of workweeks that you worked for Bissell Bros. during the Class Period. Payments to the Main Class will be characterized as one-third wages, one-third penalties, and one-third interest. Withholdings shall be taken only from the one-third payments designated as wages, and Bissell Bros. will pay all applicable payroll taxes on that amount.

Based on information provided by Bissell Bros., you will be credited for _____ **workweeks**, based on the following dates of employment:

[insert start date and end date of employment]

Mileage Sub-Class:

If Bissell Bros.'s records show that you drove incurred expenses as a result of driving your personal vehicle *between worksites* during a shift, you will be a part of the Mileage Sub-Class. There are approximately 258 Mileage Sub-Class Members.

Mileage Sub-Class Members who do not submit a written request to be excluded from the Settlement shall have their Claim Amount calculated as follows:

1. Your numerator shall be the total number of miles driven;
2. The denominator shall be the aggregate amount of all miles driven by all Mileage Sub-Class members;
3. Your proportionate share of the settlement shall be your numerator divided by the denominator;
4. The Settlement Administrator will multiply the Net Settlement Amount by your proportionate share of the settlement to determine your settlement award.

The exact amount that you may receive from the settlement is currently unknown and depends on whether or not any Mileage Sub-Class Members opt out, and the number of miles you drove between Bissell Bros. worksites during the Class Period. Calculation of the miles shall be based on the driving distance between job locations. Current employees shall be compensated for work weeks from September 14, 2007 until June 17, 2015. Such payments are not taxable wages, and no withholdings shall be taken out of any such payment.

Based on information provided by Bissell Bros., you will be credited for _____ **miles**, based on your travel between worksites during the following dates of employment:

[insert start date and end date of employment]

If you believe you drove more miles *between worksites* during a shift than those listed above, please fill out the attached form. The form and supporting documents must be filed or postmarked on or before **August 31, 2015**.

The checks issued pursuant to this Settlement shall remain negotiable for a period of one-hundred and eighty (180) days from the date of mailing. If you fail to negotiate (i.e., cash or deposit) your, check(s) in a timely fashion, you shall remain subject to the terms of this Settlement. After the expiration of one-hundred and eighty (180) days, the sum of any uncashed/un-deposited checks shall revert to the Net Settlement Amount.

C. Release

Upon Final Approval by the Court of this Settlement, each Class Member who did not timely submit a completed and signed Request for Exclusion shall be deemed to have fully released and discharged Bissell Bros., all present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Bissell Bros., or any of them (“Released Parties”), and their counsel of record, from all claims whether known or unknown, that were alleged or asserted, or that could have been alleged or asserted based upon the factual allegations set forth in the operative complaint, in the Action, from September 14, 2007 through June 17, 2015 (“Released Claims”).

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

A. Receive a Settlement Amount

You do not need to do anything upon receipt of this notice in order to receive a settlement amount. If you do not submit a timely and signed request for exclusion, you will automatically be included in the settlement and receive a settlement amount.

Your claim amount calculation will be based upon your dates of employment and the number of Class Members who exclude themselves from the Settlement. To dispute the dates of employment stated on your Class Notice, you must submit a written, signed dispute along with supporting documents to the Settlement Administrator at the address provided within 45 days from the date of this notice.

The Mileage Sub-Class claim amount calculation will be based on the number of miles driven between worksites during a shift. To dispute the number of miles calculated, or if you believe you should be included in the Mileage Sub-Class but are not, you must submit the attached form along with supporting documents to the Settlement Administrator at the address provided within 45 days from the date of this notice.

The Settlement Administrator, in its sole discretion and after consulting with Class Counsel and Defense Counsel, will resolve the challenge and make a final and binding determination without hearing or right of appeal within ten (10) calendar days after receiving the challenge and supporting documentation.

B. Excluding Yourself from the Settlement

IMPORTANT: You will be bound by the terms of the Settlement, unless you submit the enclosed Opt-Out Form. To exclude yourself from the Settlement you must mail your Opt-Out Form to be excluded from the Settlement, postmarked no later than **August 31, 2015**, to:

Rybakov v. Bissell Bros., Inc.
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

C. Objection to Settlement

You can object to the terms of the Settlement before Final Approval. Objections may only be submitted by persons who have not excluded themselves from the settlement class. The only way to avoid being bound by the terms of the Settlement is by way of a request to be excluded.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify

the case name and number (*Rybakov v. Bissel Bros., Inc.*, Case Number 34-2011-00110803), (b) be submitted to the Court either by mailing to: Clerk of Court, Superior Court of California, County of Sacramento, 720 9th Street, Sacramento, CA 95814 or by filing in person at any location of the Superior Court, County of Sacramento that includes a facility for civil filings, (c) also be mailed to Class Counsel and Defendant's Counsel at the law firms identified below, and (d) be filed or postmarked on or before **August 31, 2015**.

CLASS COUNSEL

HUNTER PYLE, SBN 191125
SUNDEEN SALINAS & PYLE
428 13th Street, 8th Floor
Oakland, CA 94612

DEFENDANT'S COUNSEL

ANTHONY OCEGUERA, SBN 259117
HOLDEN LAW GROUP
1522 Lincoln Way
Auburn, CA 95603-5010

YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 35, the Courtroom of the Honorable Alan G. Perkins, 720 9th Street, Sacramento, CA 95814, on October 30, 2015, at 1:30 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Class Members. You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Settlement Hearing, you may appear personally or through counsel hired at your own expense, as long as you provide the Court with timely notice of your intent to appear. As a Class Member, your interests are being represented at no expense to you by Class Counsel, but you may hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Sacramento County Superior Court's website, at <https://services.saccourt.ca.gov/PublicCaseAccess>, or (b) in person in Room 102 at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or you may contact Class Counsel or the Settlement Administrator:

Class Counsel HUNTER PYLE & RACHEL EVANS SUNDEEN SALINAS & PYLE 428 13 th Street, 8 th Floor, Oakland, CA 94612 (510) 663-9240
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<i>Rybakov v. Bissell Bros., Inc.</i> RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479
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PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE COURT.