

AGREEMENT FOR SETTLEMENT OF CLAIMS AND MUTUAL RELEASES

This AGREEMENT FOR SETTLEMENT OF CLAIMS AND MUTUAL RELEASES (this "Agreement") is made and entered into on October 27, 2015 (the "Effective Date") in Ventura County, California, by and between Hydrex Pest Control Co., Inc., a California corporation, on the one hand ("HPC") and on the other hand Kevin Michael O'Connor, an individual, Irene G. O'Connor, trustee of the O'Connor Family Trust, dated July 16, 1995, Irene O'Connor, an individual, Sierra West Business Services, Inc., a California corporation, and O'Connor & Sons, Inc., a California corporation (collectively, the "O'Connor Parties"), with reference to the following facts:

Background

A. HPC and the O'Connor Parties are parties to various agreements and amendments to agreements relating to one or more of the O'Connor Parties having been in capacities as Licensee or Franchisee of HPC, operating pest control businesses under the Hydrex® name and trademark owned by HPC. The license and franchise agreements between HPC and the O'Connor Parties basically grant the O'Connor Parties: (1) The right to use the Hydrex name, logo, technical information, trade secrets and other operational support provided by HPC (the "Technical Operational Rights"), and (2) the exclusive right to operate in the Territory specified in Section 7, below, according to the Hydrex system (the "Exclusive Territory Rights"). In exchange, the O'Connor Parties pay HPC license and franchise fees. This is only a summary and does not interpret, define or modify such agreements.

B. The parties have various disputes with each other. These disputes led to litigation and settlements in the past, and most recently led to the commencement in the Superior Court of California for Ventura County of an action entitled *Hydrex Pest Control Co., Inc. vs. Kevin Michael*

O'Connor, et al (Case No. 56-2015-00463243-CU-BC-VTA) (the "Action"). The parties want to end the litigation, fully and finally settle and resolve all disputes and differences that exist or may exist between them and sever their relationships. It is the intent and desire of HPC and the O'Connor Parties to sever their relationships whereby the Technical Operational Rights shall cease as of the Effective Date of this Agreement, whereafter the O'Connor Parties shall operate their pest control businesses fully independently from HPC without use of the Hydrex name, logo or other Technical Operational Rights, but shall retain the Exclusive Territory Rights until August 19, 2017. Pursuant to their desires and in consideration of the mutual promises and other consideration in this Agreement, the parties have agreed as follows:

Agreement

1. *Payment.* On signing this Agreement the O'Connor Parties shall pay HPC [REDACTED] [REDACTED] by check in a lump sum. One-twentieth of this amount, [REDACTED] is deemed to be for the purchase by the O'Connor Parties of any interest HPC may have in personal goodwill developed by the O'Connor Parties in the Territory. This payment is also an advance payment of license and franchise fees through August 19, 2017, along with payment for the retention of all rights to any and all phone numbers. This payment is not an admission of any fact, claim, defense or liability but is part of the consideration for this Agreement.

2. *Cessation.* The O'Connor Parties represent that they have begun taking steps to stop use and the O'Connor Parties shall diligently continue to implement all steps needed to stop use of any trademarks that include or contain the word "Hydrex," the phrase "Hydrex Pest Control," the following images, labels and logos:



and/or any similar word or phrase or image or logo (the "Hydrex Marks"). However, the O'Connor Parties shall not be prohibited from using the words "Pest Control" as associated with a different business name (for example, "O'Connor Pest Control"). The O'Connor Parties shall:

(a) within fourteen (14) days from the Effective Date, have stopped any and all use of each and all of the Hydrex Marks and/or any other designation which includes or incorporates the word "Hydrex" or any similar word or other indicia of Hydrex or similar words or indicia in connection with the conduct of any business or services or activities whatsoever.

(b) within fourteen (14) days from the Effective Date, have removed all interior and exterior signs and signage containing any of the Hydrex Marks or other indicia of Hydrex or similar words or indicia from all office locations and facilities and all other places.

(c) within fourteen (14) days from the Effective Date, have stopped all use of printed materials containing any of the Hydrex Marks or other indicia of Hydrex or similar words or indicia.

(d) within thirty (30) days from the Effective Date, have stopped all use on vehicles and any other equipment of the word Hydrex or other indicia of Hydrex or similar words or indicia.

(e) within fourteen (14) days from the Effective Date, have stopped all use on uniforms and other materials of the word Hydrex or any of the Hydrex Marks or other indicia of Hydrex or similar words or indicia.

(f) within thirty (30) days from the Effective Date, have destroyed and certified to HPC in writing the complete destruction of all printed advertising and marketing materials, all unused stationery, business forms, business cards, stationery, invoices, business cards, service tickets, door hangers, contract forms, trouble call tickets, refer a friend cards, service notices, inspection reports,

drawings, graphs, promotion banners, inspection tags and all materials bearing any Hydrex trademarks or indicia similar to Hydrex trademarks (also including but not limited to removal and destruction of all 3-dimensional metal spiders from service vehicles).

- (i) However, as an exception to Section 2(f), the O'Connor Parties shall not be required to destroy contracts or agreements entered into with others, or actual customer account records, or actual reports or other actual business records even though these contain any Hydrex Mark or reference to Hydrex, provided that items referred to in this Section 2(f)(i) are preserved not as forms, but because they are actual business records that may be needed for business or legal purposes.

(g) within fourteen (14) days after the Effective Date, have sent written notice (in the form attached as Exhibits A, B and C) to all government agencies, current vendors, current suppliers, banks, creditors, independent contractors, current internet service providers, employees and others with whom the O'Connor Parties do business, notifying them that the O'Connor Parties are ceasing affiliation with HPC and will no longer use or be known by any of the Hydrex Marks. Within twenty-one (21) days after the Effective Date, the O'Connor Parties shall provide a written certification under oath to HPC that this has been done.

(h) within thirty (30) days after the Effective Date, have sent written notice (in the form attached as Exhibits A, B and C) to all of its current customers notifying them that the O'Connor Parties are ceasing affiliation with HPC and will no longer use or be known by any of the Hydrex Marks. Within thirty five (35) days after the Effective Date, the O'Connor Parties shall provide a written certification under oath to HPC that this has been done.

(i) within fourteen (14) days from the Effective Date, have made application to become disassociated from the Hydrex brand in all government issued licenses and permits, and thereafter pursue such applications diligently to completion.

(j) within fourteen (14) days from the Effective Date, have made any and all required filings in each county to cancel all fictitious business name statements concerning use of any of the Hydrex Marks as a fictitious business name.

(k) within fourteen days from the Effective Date, have provided to HPC the letters, fully signed, in the forms attached as Exhibits D, E and F.

(l) within ninety (90) days from the Effective Date, have removed and/or relabeled all bait stations so that no bait stations in use by the O'Connor Parties display any of the Hydrex Marks. Notwithstanding the foregoing, it is understood by all the parties that the O'Connor Parties shall not be responsible for removing or relabeling bait stations with the Hydrex Marks that were kept by former customers, and which O'Connor Parties do not have access to.

2.1. *Notice and Opportunity to Cure.* (a) Notwithstanding anything to the contrary in this Agreement, in the event that it is found that O'Connor Parties are in breach under any provision of this Section 2, HPC shall notify O'Connor Parties in writing, and the O'Connor Parties shall then have fourteen (14) days from receipt of such notice to cure any alleged default.

(b) The O'Connor Parties represent, warrant and agree that they shall in good faith diligently perform the obligations in Section 2 and elsewhere in this Agreement.

2.2 *Further Action.* The O'Connor Parties shall continue to take all reasonable action needed to have all telephone directories, internet websites, government agency records, utility accounts, and others and elsewhere cease use of or reference to the Hydrex Marks in relation to the O'Connor Parties. This provision does not excuse any failure under Section 2. The O'Connor Parties

shall not be in breach of this Agreement solely because some website on the worldwide web beyond their reasonable control still has the O'Connor Parties associated with Hydrex. Notwithstanding anything to the contrary in this Agreement, in the event a customer, vendor, individual, or entity that does business with the O'Connor Parties inquires whether the O'Connor Parties are connected to Hydrex, the O'Connor Parties may advise such individuals and entities, limited to stating it was previously a Hydrex licensee/franchisee, but is no longer associated with Hydrex. Other than as specified herein and as needed to cease use and to instruct those affiliated with the O'Connor Parties to cease use of the Hydrex Marks, the O'Connor Parties shall make no reference in the conduct of their business or otherwise to prior affiliation with HPC or Hydrex. The O'Connor Parties shall cooperate in reasonable requests from HPC to further accomplish the purposes of Sections 2, 3 and 5.

3. *No Challenge.* The O'Connor Parties shall never contest or deny the validity or enforceability of any of the Hydrex Marks or aid or abet others in doing any such acts.

4. *Trade Secret Protection.* The O'Connor Parties shall keep as confidential all confidential information of HPC that any of the O'Connor Parties received or had possession of at any time.

5. *Telephone Numbers, Telephone Directory Listings and Domain Names.*

a. The O'Connor Parties shall not be obligated to transfer service to HPC for any of the telephone numbers, facsimile numbers, address listings in any and all telephone directories or in related advertising ever or hereafter used by the O'Connor Parties. However, no new publication after the Effective Date by the O'Connor Parties of address listings, telephone directories or related advertising shall include Hydrex Marks.

b. On and after fourteen (14) days from the Effective Date, the O'Connor Parties shall take all reasonable steps within their power to cease use of the Hydrex Marks in connection with all

telephone numbers, facsimile numbers, address listings, telephone directories and in related advertising.

c. On and after fourteen (14) days from the Effective Date, the O'Connor Parties shall take all reasonable steps within their power to cease use of the Hydrex Marks in connection with all domain names, social media sites and other internet sites that contain any of the Hydrex Marks. Within fourteen (14) days from the Effective Date, the O'Connor Parties shall have provided to HPC the Authorization, Relinquishment, Termination instrument attached as Exhibit G, signed by them. On the six (6) month anniversary of the Effective Date, the O'Connor Parties shall initiate immediately and proceed diligently with all action needed to promptly transfer service for all domain names, social media sites and other internet sites containing any of the Hydrex Marks or variants to HPC or HPC's designee, all without request from HPC and without delay. The O'Connor Parties shall transfer immediately to HPC any and all domain names and social media websites they own that contain the word "Hydrex."

- (i) As an exception to Section 5(c), until the six (6) month anniversary of the Effective Date, the O'Connor Parties shall be permitted to have the above-referenced domain names have an automatic forwarding function so that when someone from the public accesses such domain it is automatically forwarded to a new and different domain of the O'Connor Parties that does not contain the Hydrex Marks. After that six (6) month anniversary the O'Connor Parties shall not have the right to forward the above-referenced domain names to any new or different website and shall at the six (6) month anniversary have transferred ownership of the domain names to HPC.

- (ii) From April 27, 2016 through August 19, 2017, HPC or HPC's designee shall not use those domain names and URLs previously used and owned by the O'Connor Parties and transferred to HPC or HPC's designee as provided for above in Section 5(c). During this period those URLs and domain names shall be inactive and shall not forward to any other website of HPC or HPC's designee, or any of its franchisees.

6. *Exclusive Operation within the Territory.* As used herein, the "Territory" means Alameda, Contra Costa, Kern, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Monterey and Ventura Counties in California. The license and franchise agreements with HPC grant the O'Connor Parties the exclusive right (generally, but subject to exceptions) to operate in the Territories. (The foregoing is a summary and does not interpret, construe, define or modify any such agreement). As a material part of this Agreement, this exclusive right of the O'Connor Parties shall continue through August 19, 2017, subject to the terms and conditions of this Agreement in reference to the O'Connor Parties ceasing use of the Hydrex Marks and otherwise. As set forth in Section 1 of this Agreement, Eleven Thousand Dollars (\$11,000.00) of the payment under Section 1 is deemed to be for any interest of HPC in personal goodwill. In consideration thereof, and as part of this Agreement, HPC agrees that through August 19, 2017 it will not operate its own pest control business in the Territory, and will not enter into any franchise agreement or license agreement for the delivery of pest control services that designates as part of its territory, any of the Territory. HPC is not restricted from entering into an agreement pertaining to the Territory prior to August 19, 2017 so long as it does not permit usage, advertising or other activity in the Territory until after August 19, 2017.

The obligations undertaken by HPC herein shall not apply in the following circumstances:

- (a). A customer or potential customer outside the Territory also owns or controls a property in the Territory and the franchisee has an opportunity to service the property in the Territory.
- (b). A customer or potential customer outside the Territory refers to a franchisee a relative, friend, business acquaintance or other person for service, who is in or whose property is in the Territory.
- (c). HPC or any franchisee secures an account with multiple locations outside and in the Territory and has the opportunity to service accounts in the Territory.
- (d). A customer or potential customer in the Territory initiates contact to an HPC franchisee (i.e., the customer or potential customer was not solicited by the HPC franchisee) and such customer or potential customer states in writing to the HPC franchisee that such customer or potential customer does not wish to be serviced by the O'Connor Parties (the HPC franchisee may request such letter).
- (e). Existing clients of HPC franchisees.

During the time period from the Effective Date until August 19, 2017, while HPC has a function on its website that allows a website visitor to enter a zip code and identifies the nearest franchisee, then for the zip codes listed in Exhibits H-1 through H-6, HPC will set the functionality to respond as shown in Exhibit 1, which is deemed to be satisfactory, although HPC may change the phrase "An Error Occurred" to some other word or phrase or short message (for example: "Sorry, that zip code is not currently in our system"). HPC shall not be restricted from listing all of its

franchisees on this page, provided it does not state that HPC or its franchisees provide services in the Territory.

7. *Cancellation of Agreements.* Other than as set forth in this Agreement, all other agreements between the parties are hereby cancelled and shall be of no further force or effect, including any prior injunctions that may be in effect. This includes, but is not limited to, the June 1, 2013 Franchise Agreement between HPC and Kevin O'Connor for Kern County, the August 1, 1961 Agreement between HPC (as successor-in-interest to Robert B. Loibl, Jr.) and Daniel O'Connor, the December 28, 1989 Settlement and Mutual General Release Agreement between various parties, including, but not limited to, HPC and Daniel O'Connor, and amendments to such agreements. Notwithstanding anything to the contrary, it is specifically acknowledged and agreed by the parties that the O'Connor Parties shall not be bound by any non-compete clause that may have been contained in any of the above-referenced agreements.

a. However, as exceptions to this Section 7, any previously granted waiver or release or discharge, including, but not limited to, the General Release Agreement executed and delivered as of December 20, 2006, and any waiver, release or discharge in any agreement mentioned above, remains in effect.

8. *Dismissal.* Within fourteen (14) days after the execution and delivery of this Agreement and delivery of the payment in Section 1, the parties shall jointly file with the Court a notice of settlement in the form attached as Exhibit J and HPC shall dismiss without prejudice as to the Action, with the Court to retain jurisdiction over the parties for the enforcement and, on request of any party, entry of judgment per the terms of the settlement embodied in this Agreement, pursuant to Code of Civil Procedure Section 664.6. The Request for Dismissal shall state that it is "without prejudice and with the court reserving jurisdiction pursuant to CCP Section 664.6 to enforce the

terms and conditions of the settlement agreement entered into between the parties.” Then following request of the O’Connor Parties which may be made in writing on or after August 20, 2017, and subject to the condition that the O’Connor Parties have fully complied with this Agreement, HPC shall file a request for dismissal with prejudice.

9. *Indemnification.* The O’Connor Parties, jointly and severally, shall indemnify, defend and hold harmless HPC and HPC’s shareholders, directors, officers, predecessors-in-interest, agents and attorneys (the “HPC Indemnitees”) from and against any claim or liability asserted against any one or more of the HPC Indemnitees for damage or injury to any person or to the goods, wares, or merchandise of any person arising from the operation of business by any one or more of the O’Connor Parties.

10. *No Disparagement.* HPC on the one hand and the O’Connor Parties on the other hand, shall not disparage each other.

11. *Further Assurances.* The O’Connor Parties shall execute such further documents and instruments as HPC requests to give further effect to the provisions of this Agreement, including, but not limited to, instructions and confirmations to third parties as HPC requests from time to time and providing account information, passwords and codes and the like to facilitate transfers of domain names to HPC and the like in accordance with this Agreement.

12. *Release by the O’Connor Parties.* Except for the obligations of HPC set forth in this Agreement, and except as stated in Section 12(a), the O’Connor Parties each release and discharge the HPC Indemnitees of and from any and all agreements, claims, contracts, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatever whether known or unknown, suspected or unsuspected (“released matters”), which any of the O’Connor Parties now has, owns or holds or ever had, owned or held,

whether based on any agreement, contract (express, implied in fact or implied in law), relationship, tort, claim, lien, liability, matter, cause, fact, thing, act or omission occurring or existing at any time to and including the Effective Date.

- a. As an exception to this Section 12, there is no release or discharge of any claim, demand, action, cause of action or liability or the like against HPC for indemnification, contribution or the like, for a claim initiated by a third party against the O'Connor Parties.

13. *Releases by HPC.* Except for the obligations of the O'Connor Parties set forth in this Agreement, and except as stated in Section 13(a), HPC releases and discharges the O'Connor Parties, Daniel O'Connor (and his estate, if any), the O'Connor Parties' shareholders, directors, officers, predecessors-in-interest and attorneys of and from any and all agreements, claims, contracts, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatever whether known or unknown, suspected or unsuspected ("released matters"), which HPC now has, owns or holds or ever had, owned or held, whether based on any agreement, contract (express, implied in fact or implied in law), relationship, tort, claim, lien, liability, matter, cause, fact, thing, act or omission occurring or existing at any time to and including the Effective Date.

- a. As an exception to this Section 13, there is no release or discharge of any claim, demand, action, cause of action or liability or the like against any or all of the O'Connor Parties for indemnification, contribution or the like, for a claim initiated by a third party against HPC.

14. *Intention.* Except for the obligations of the parties set forth in this Agreement, it is the intention of HPC and the O'Connor Parties in giving and accepting the consideration provided for in

this Agreement and executing this Agreement that this instrument shall be effective as a full and final accord and satisfaction and release of each and every released matter. In furtherance of this intention, each party acknowledges that it or he or she is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

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

15. *Waiver.* With the exception of the obligations of the parties set forth in this Agreement, each party waives and relinquishes any right or benefit which he or she or it or they have or may have under Section 1542 of the California Civil Code to the full extent that he or she or it or they may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement. Each party acknowledges that he or she or it or they is/are aware that he or she or it or they may later discover facts additional to or different from those which he or she or it or they now knows or believes to be true with respect to the subject matter of this Agreement, but it is his or her or its or their intention fully, finally and forever to settle and release all released matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist or ever existed between HPC and the HPC Indemnitees on the one hand and on the other hand the O'Connor Parties and those released under Sections 12 and/or 13, respectively, shall be and remain in effect as full and complete general mutual releases, notwithstanding the discovery or existence of any such additional or different facts.

16. *No Transfer.* Other than transfers and assignments of agreements between the O'Connor Indemnitees and Daniel O'Connor (and his estate, if any), each of the parties warrants and represents

to the others that the party making this representation and warranty has not assigned or transferred or purported to assign or transfer to any person any released matter or any part or portion thereof. Each party shall indemnify, defend and hold harmless the other party(s) from and against any claim, demand, damage, debt, liability, account, obligation, cost, expense, lien, action or cause of action (including payment of attorney's fees and costs actually incurred whether or not litigation is commenced) based on, in connection with or arising out of any such assignment or transfer or purported or claimed assignment or transfer. The O'Connor Parties represent and warrant to HPC that collectively among them, they are the lawful successors-in-interest to Daniel O'Connor and shall indemnify, defend and hold harmless HPC from any claim, demand or liability made by any person or entity claiming to be a successor to the interest of Daniel O'Connor.

17. *Covenant Not to Sue.* Each party covenants not to commence suit or other proceeding against another party for any released matter.

18. *Benefit.* The persons and entities identified or described in Sections 9, 12 and 13 are intended to be third party beneficiaries of this Agreement even though they have not signed this Agreement. This Agreement is not for the benefit of any person or entity that is not a party to this Agreement or specifically named herein. This Agreement shall benefit and bind the parties and their respective heirs, executors, administrators, legal successors and assigns.

19. *No Admission.* The execution of this Agreement effects the settlement of claims and disputes which are denied and contested. Neither the delivery of this Agreement, nor anything contained herein shall be construed as an admission by any party of any liability of any kind or merit of the other party's claims or defenses. There shall be deemed to be no prevailing party in the Action. Each party shall bear its own costs and expenses.

20. *Representation.* Each party acknowledges having been represented by independent counsel of that party's own choice throughout all negotiations which preceded the execution of this Agreement. The provisions of this Agreement have been negotiated between the parties. The provisions of this Agreement shall be interpreted and construed according to their fair meanings and not strictly for or against any party or third party beneficiary.

21. *Interpretation.* Whenever in this Agreement the context may require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural. The obligations of the O'Connor Parties in this Agreement are joint and several among each of the persons and entities comprising the O'Connor Parties. The provisions of this Agreement are the result of negotiations, compromises and drafting by the various parties, and shall be interpreted and construed according to their fair meanings and not strictly for or against any party or parties.

22. *Choice of Law.* This Agreement and any claim between the parties arising hereunder shall be governed by, and construed in accordance with, the laws of the State of California and the parties agree this Agreement is entered into, and that venue to enforce the terms of this Agreement, shall be Ventura County, California. The parties hereby irrevocably submit themselves to the jurisdiction of the Courts of the State of California, Ventura County and the jurisdiction of the United States District Court for the Central District of California for the purpose of any suit, action or other proceeding arising out of or related to this Agreement. The parties hereby waive and expressly agree not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. The parties further waive any claim or allegation that any suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

23. *Attorney's Fees.* Each party to this Agreement shall bear his, her or its own attorney's fees and costs incurred. However, in any legal action or proceeding commenced to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover his, her or its reasonable attorney's fees and costs.

24. *Complete Agreement.* This Agreement contains the entire agreement and understanding of the parties concerning its subject matter and supersedes and replaces all prior negotiations, proposed agreements and agreements, written and oral. Each of the parties acknowledges that no other party nor any agent or attorney of any other party made any promise, representation or warranty whatever, express or implied, not stated herein concerning the subject matter of this Agreement, to induce such party to execute this Agreement, and acknowledges that he or she or it or they is/are not executing this Agreement in reliance on any promise, representation or warranty not stated herein. This Agreement cannot be amended orally and may be amended in writing only if the writing states the amendment terms and is signed by the parties to the amendment.

SO AGREED.

Dated: October 28, 2015

HYDREX PEST CONTROL CO., INC.,
a California corporation

By Marie Grout
Marie Grout, President

Dated: October __, 2015

Kevin Michael O'Connor, individually

Dated: October __, 2015

Irene O'Connor, individually

[signatures are continued on the next page]

23. *Attorney's Fees.* Each party to this Agreement shall bear his, her or its own attorney's fees and costs incurred. However, in any legal action or proceeding commenced to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover his, her or its reasonable attorney's fees and costs.

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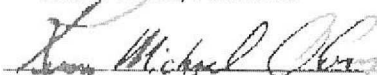
SO AGREED.

Dated: October ____, 2015


HYDREX PEST CONTROL CO., INC.,
a California corporation

By _____
Marie Grout, President

Dated: October 28, 2015


Kevin Michael O'Connor, individually

Dated: October 28, 2015


Irene O'Connor, individually


[signatures are continued on the next page]

Dated: October 28, 2015


Irene G. O'Connor, Trustee of the O'Connor Family
Trust, Dated July 16, 1995

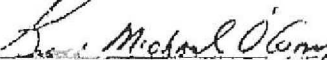
Dated: October 28, 2015

O'CONNOR & SONS, INC,
a California corporation

By 
Printed Name Kevin Michael O'Connor
Title President

Dated: October 28, 2015


SIERRA WEST BUSINESS SERVICES, INC.
a California corporation

By 
Printed Name Kevin Michael O'Connor
Title President

APPROVED AS TO FORM:

Dated: October 29, 2015


MYERS, WIDDERS, GIBSON,
JONES & FEINGOLD, L.L.P.

By 
Douglas A. Bordner, Esq.

Attorneys for defendants Kevin Michael O'Connor,
individually; Irene O'Connor, individually; Irene G.
O'Connor, Trustee of the O'Connor Family Trust,
Dated July 16, 1995; O'Connor & Sons, Inc.; and
Sierra West Business Services, Inc.

Dated: October 29, 2015

LEWITT, HACKMAN, SHAPIRO
MARSHALL & HARLAN

By 
David C. Gurnick, Esq.

Attorneys for plaintiff Hydrex Pest Control Co., Inc.

Exhibit A
Notice

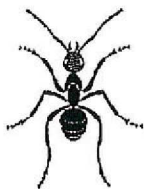
KEVIN MICHAEL O'CONNOR
313 South Dawson Drive
Camarillo, CA 93012

October 27, 2015

Dear _____,

Jack O'Connor started the O'Connor family pest control business in 1952 originally operating out of the greater Los Angeles area. Daniel O'Connor, his son, continued the family pest control business in 1960 by opening the Santa Barbara operation which he began by working out of his garage. Kevin O'Connor, the grandson of Jack started working in the family business in 1974 and is now the president of the family business. Kevin continues to operate the company with a commitment of providing superior customer service at a fair price. With hard work and commitment to customer satisfaction, the O'Connor family pest control business has grown to service eleven counties throughout California.

This letter is to notify you that Kevin O'Connor has ended his affiliation with Hydrex Pest Control and is no longer a Hydrex franchisee. Our family will continue to provide pest control services as our family has for the past 55 years, but now under our new name O'Connor Pest Control.



O'Connor
Pest Control

Absolutely nothing has or will be changing with your pest control service except our name. You will still receive the same outstanding service from the same technicians and the management and administrative staff will also remain the same.

Thank you again for your continued patronage and supporting small business. If you have any questions, please feel free to call.

Sincerely,

Kevin O'Connor

Exhibit B
Notice

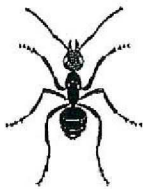
O'CONNOR & SONS, INC.
313 South Dawson Drive
Camarillo, CA 93012

October 27, 2015

Dear _____,

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This letter is to notify you that the O'Connor family and O'Connor & Sons, Inc. have ended their affiliation with Hydrex Pest Control and are no longer a Hydrex franchisee. Our family will continue to provide pest control services as our family has for the past 55 years, but now under our new name O'Connor Pest Control.



**O'Connor
Pest Control**

Absolutely nothing has or will be changing with your pest control service except our name. You will still receive the same outstanding service from the same technicians and the management and administrative staff will also remain the same.

Thank you again for your continued patronage and supporting small business. If you have any questions, please feel free to call.

Sincerely,
Kevin O'Connor
President O'Connor & Sons, Inc.

Exhibit C
Notice

SIERRA WEST BUSINESS SERVICES, INC.
313 South Dawson Drive
Camarillo, CA 93012

October 27, 2015

Dear _____,

Jack O'Connor started the O'Connor family pest control business in 1952 originally operating out of the greater Los Angeles area. Daniel O'Connor, his son, continued the family pest control business in 1960 by opening the Santa Barbara operation which he began by working out of his garage. Kevin O'Connor, the grandson of Jack started working in the family business in 1974 and is now the president of the family business. Kevin continues to operate the company with a commitment of providing superior customer service at a fair price. With hard work and commitment to customer satisfaction, the O'Connor family pest control business has grown to service eleven counties throughout California.

This letter is to notify you that the O'Connor family and Sierra West Business Services, Inc. have ended their affiliation with Hydrex Pest Control and are no longer a Hydrex franchisee. Our family will continue to provide pest control services as our family has for the past 55 years, but now under our new name O'Connor Pest Control.



O'Connor
Pest Control

Absolutely nothing has or will be changing with your pest control service except our name. You will still receive the same outstanding service from the same technicians and the management and administrative staff will also remain the same.

Thank you again for your continued patronage and supporting small business. If you have any questions, please feel free to call.

Sincerely,

Kevin O'Connor
President Sierra West Business Services, Inc.

Exhibit D

Kevin Michael O'Connor
313 South Dawson Drive
Camarillo, CA 93012

October 27, 2015

To Whom It May Concern:

I am no longer affiliated with Hydrex. I am no longer a Hydrex franchisee. Previously I stopped using and I am no longer using the Hydrex name.

I request that you take all action needed to disassociate myself from the Hydrex name or any variation thereof.

I join in any request made by Hydrex Pest Control Co. that you remove the name from any such association. Please cooperate in doing so.

If there are questions or you require further information, please contact me at the above address.

Very truly yours,

Kevin Michael O'Connor

Exhibit E

O'Connor & Sons, Inc.
313 South Dawson Drive
Camarillo, CA 93012

October 27, 2015

To Whom It May Concern:

O'Connor & Sons, Inc. is no longer affiliated with Hydrex. O'Connor & Sons, Inc. is no longer a Hydrex franchisee. O'Connor & Sons, Inc. previously stopped using and no longer uses the Hydrex name.

I request that you take all action needed to disassociate O'Connor & sons, Inc. from the Hydrex name or any variation thereof.

I join in any request made by Hydrex Pest Control Co. that you remove the name from any such association. Please cooperate in doing so.

If there are questions or you require further information, please contact me at the above address.

Very truly yours,

O'Connor & Sons, Inc.
a California corporation

By: _____
Kevin O'Connor, President

Exhibit F

Sierra West Business Services, Inc.
313 South Dawson Drive
Camarillo, CA 93012

October 27, 2015

To Whom It May Concern:

Sierra West Business Services, Inc. is no longer affiliated with Hydrex. Sierra West Business Services, Inc. is not a Hydrex franchisee. Sierra West Business Services, Inc. previously stopped using and no longer uses the Hydrex name.

I request that you take all action needed to disassociate Sierra West Business Services, Inc. from the Hydrex name or any other variation thereof.

I join in any request made by Hydrex Pest Control Co. that you remove the name from any such association. Please cooperate in doing so.

If there are questions or you require further information, please contact me at the above address.

Very truly yours,

Sierra West Business Services, Inc.
a California corporation

By: _____
Kevin O'Connor, President

Exhibit G

Authorization, Relinquishment, Termination
and Transfer of Rights in URL Domain Names,
Internet Addresses and Electronic Mail Addresses

This Authorization, Relinquishment, Termination and Transfer of Rights in URL Domain Names, Internet Addresses and Electronic Mail Addresses (this "Authorization") is executed by Irene O'Connor, trustee of the O'Connor Family Trust ("O'Connor"), on April __, 2016 in favor of Hydrex Pest Control Co., Inc., a California corporation ("HPC"), and internet service providers, internet hosts and domain name registrars for the domains referenced below:

NOW, THEREFORE, IT IS AGREED:

1. O'Connor hereby relinquishes and terminates its rights in and to (a) any and all URL domain names, Internet addresses and e-mail addresses which contain any Hydrex Marks and/or are associated with O'Connor's business.

a. The URL domain names which contain Hydrex Marks and are associated with O'Connor's business include but are not limited to the following:

www.Hydrexpestcontrol.com <http://centralcoasthydrex.com/>

www.HydrexNow.com www.Hydrexkern.com

www.HydrexI.com www.hydrex.biz

All others that contain "hydrex" or variant therein

b. The Internet addresses and electronic mail addresses which contain the Hydrex Marks and are associated with O'Connor's business include but are not limited to the following:

dwatkins@hydrex.biz

koconnor@hydrex.biz

[\[any names and/or characters\]@hydrex.biz](mailto:[any names and/or characters]@hydrex.biz)

Any and all other email addresses that contain "hydrex" or variant therein

- c. Any and all Social Media sites that contain "hydrex" or any variant therein.
- d. Any and all classified ads or other content that contain "hydrex" or any variant therein.
- 2. O'Connor authorizes and directs O'Connor's URL domain name registrar and other

service providers to immediately transfer to HPC O'Connor's URL domain names, Internet addresses and electronic mail addresses which include the Hydrex Marks and are associated with O'Connor's Franchised Business.

3. HPC shall have the right to maintain such listings or advertisements which include the Hydrex Marks.

4. Internet service providers, internet hosts and domain name registrars for the domains referenced above may rely on this instrument. A photocopy or electronic of this instrument shall be as effective as an original.

Signed on the date stated in the introductory paragraph:

By: _____
Irene O'Connor, trustee of the O'Connor Family Trust

Exhibit H - 1
Zip Codes

East Bay
Hayward Office

<p>ALAMEDA</p> <ul style="list-style-type: none"> * 94601 - OAKLAND * 94602 - OAKLAND * 94603 - OAKLAND * 94604 - OAKLAND * 94605 - OAKLAND * 94606 - OAKLAND * 94607 - OAKLAND * 94608 - EMERYVILLE * 94609 - OAKLAND * 94610 - OAKLAND * 94611 - OAKLAND * 94612 - OAKLAND * 94613 - OAKLAND * 94614 - OAKLAND * 94615 - OAKLAND * 94617 - OAKLAND * 94618 - OAKLAND * 94619 - OAKLAND * 94620 - PIEDMONT * 94621 - OAKLAND * 94622 - OAKLAND * 94623 - OAKLAND * 94624 - OAKLAND * 94625 - OAKLAND * 94626 - OAKLAND * 94643 - OAKLAND * 94649 - OAKLAND * 94659 - OAKLAND * 94660 - OAKLAND * 94661 - OAKLAND * 94662 - EMERYVILLE * 94666 - OAKLAND * 94701 - BERKELEY * 94702 - BERKELEY * 94703 - BERKELEY * 94704 - BERKELEY * 94705 - BERKELEY * 94706 - ALBANY * 94708 - BERKELEY * 94709 - BERKELEY * 94710 - BERKELEY * 94712 - BERKELEY * 94720 - BERKELEY * 94501 - ALAMEDA * 94502 - ALAMEDA * 94536 - FREMONT * 94537 - FREMONT * 94538 - FREMONT * 94539 - FREMONT * 94540 - HAYWARD * 94541 - HAYWARD * 94542 - HAYWARD 	<ul style="list-style-type: none"> * 94543 - HAYWARD * 94544 - HAYWARD * 94545 - HAYWARD * 94546 - CASTRO VALLEY * 94550 - LIVERMORE * 94551 - LIVERMORE * 94552 - CASTRO VALLEY * 94555 - FREMONT * 94557 - HAYWARD * 94560 - NEWARK * 94566 - PLEASANTON * 94568 - DUBLIN * 94577 - SAN LEANDRO * 94578 - SAN LEANDRO * 94579 - SAN LEANDRO * 94580 - SAN LORENZO * 94586 - SUNOL * 94587 - UNION CITY * 94588 - PLEASANTON <p>CONTRA COSTA</p> <ul style="list-style-type: none"> * 94801 - RICHMOND * 94802 - RICHMOND * 94803 - EL SOBRANTE * 94804 - RICHMOND * 94805 - RICHMOND * 94806 - SAN PABLO * 94807 - RICHMOND * 94808 - RICHMOND * 94820 - EL SOBRANTE * 94850 - RICHMOND * 94506 - DANVILLE * 94507 - ALAMO * 94509 - ANTIOCH * 94511 - BETHEL ISLAND * 94513 - BRENTWOOD * 94514 - BYRON * 94516 - CANYON * 94517 - CLAYTON * 94518 - CONCORD * 94519 - CONCORD * 94520 - CONCORD * 94521 - CONCORD * 94522 - CONCORD * 94523 - PLEASANT HILL * 94524 - CONCORD * 94525 - CROCKETT * 94526 - DANVILLE * 94527 - CONCORD 	<ul style="list-style-type: none"> * 94528 - DIABLO * 94529 - CONCORD * 94530 - EL CERRITO * 94531 - ANTIOCH * 94547 - HERCULES * 94548 - KNIGHTSEN * 94549 - LAFAYETTE * 94553 - MARTINEZ * 94556 - MORAGA * 94561 - OAKLEY * 94563 - ORINDA * 94564 - PINOLE * 94565 - PITTSBURG * 94569 - PORT COSTA * 94570 - MORAGA * 94572 - RODEO * 94575 - MORAGA * 94583 - SAN RAMON * 94595 - WALNUT CREEK * 94596 - WALNUT CREEK * 94597 - WALNUT CREEK * 94598 - WALNUT CREEK
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Exhibit H - 2
Zip Codes
Santa Barbara

* 93427 - BUELLTON
* 93429 - CASMALIA
* 93434 - GUADALUPE
* 93436 - LOMPOC
* 93437 - LOMPOC
* 93438 - LOMPOC
* 93440 - LOS ALAMOS
* 93441 - LOS OLIVOS
* 93454 - SANTA MARIA
* 93455 - SANTA MARIA
* 93456 - SANTA MARIA
* 93457 - SANTA MARIA
* 93458 - SANTA MARIA
* 93460 - SANTA YNEZ
* 93463 - SOLVANG
* 93464 - SOLVANG
* 93013 - CARPINTERIA
* 93014 - CARPINTERIA
* 93067 - SUMMERLAND
* 93101 - SANTA BARBARA
* 93102 - SANTA BARBARA
* 93103 - SANTA BARBARA
* 93105 - SANTA BARBARA
* 93106 - SANTA BARBARA
* 93107 - SANTA BARBARA
* 93108 - SANTA BARBARA
* 93109 - SANTA BARBARA
* 93110 - SANTA BARBARA
* 93111 - SANTA BARBARA
* 93116 - GOLETA
* 93117 - GOLETA
* 93118 - GOLETA
* 93120 - SANTA BARBARA
* 93121 - SANTA BARBARA
* 93130 - SANTA BARBARA
* 93140 - SANTA BARBARA
* 93150 - SANTA BARBARA
* 93160 - SANTA BARBARA
* 93190 - SANTA BARBARA
* 93199 - GOLETA
* 93254 - NEW CUYAMA

Exhibit H - 3
Zip Codes
Bakersfield

* 93501 - MOJAVE	* 93301 - BAKERSFIELD
* 93502 - MOJAVE	* 93302 - BAKERSFIELD
* 93504 - CALIFORNIA CITY	* 93303 - BAKERSFIELD
* 93505 - CALIFORNIA CITY	* 93304 - BAKERSFIELD
* 93516 - BORON	* 93305 - BAKERSFIELD
* 93518 - CALIENTE	* 93306 - BAKERSFIELD
* 93519 - CANTIL	* 93307 - BAKERSFIELD
* 93523 - EDWARDS	* 93308 - BAKERSFIELD
* 93524 - EDWARDS	* 93309 - BAKERSFIELD
* 93527 - INYOKERN	* 93311 - BAKERSFIELD
* 93528 - JOHANNESBURG	* 93312 - BAKERSFIELD
* 93531 - KEENE	* 93313 - BAKERSFIELD
* 93554 - RANDSBURG	* 93380 - BAKERSFIELD
* 93555 - RIDGECREST	* 93382 - BAKERSFIELD
* 93556 - RIDGECREST	* 93383 - BAKERSFIELD
* 93561 - TEHACHAPI	* 93384 - BAKERSFIELD
* 93581 - TEHACHAPI	* 93385 - BAKERSFIELD
* 93596 - BORON	* 93386 - BAKERSFIELD
* 93203 - ARVIN	* 93387 - BAKERSFIELD
* 93205 - BODFISH	* 93388 - BAKERSFIELD
* 93206 - BUTTONWILLOW	* 93389 - BAKERSFIELD
* 93215 - DELANO	* 93390 - BAKERSFIELD
* 93216 - DELANO	
* 93220 - EDISON	
* 93222 - FRAZIER PARK	
* 93224 - FELLOWS	
* 93225 - FRAZIER PARK	
* 93226 - GLENNVILLE	
* 93238 - KERNVILLE	
* 93240 - LAKE ISABELLA	
* 93241 - LAMONT	
* 93243 - LEBEC	
* 93249 - LOST HILLS	
* 93250 - MC FARLAND	
* 93251 - MC KITTRICK	
* 93252 - MARICOPA	
* 93255 - ONYX	
* 93263 - SHAFER	
* 93268 - TAFT	
* 93276 - TUPMAN	
* 93280 - WASCO	
* 93283 - WELDON	
* 93285 - WOFFORD HEIGHTS	
* 93287 - WOODY	

Exhibit H - 4
Zip Codes
Ventura County

- * 93001 - VENTURA
- * 93002 - VENTURA
- * 93003 - VENTURA
- * 93004 - VENTURA
- * 93005 - VENTURA
- * 93006 - VENTURA
- * 93007 - VENTURA
- * 93009 - VENTURA
- * 93010 - CAMARILLO
- * 93011 - CAMARILLO
- * 93012 - CAMARILLO
- * 93015 - FILLMORE
- * 93016 - FILLMORE
- * 93020 - MOORPARK
- * 93021 - MOORPARK
- * 93022 - OAK VIEW
- * 93023 - OJAI
- * 93024 - OJAI
- * 93030 - OXNARD
- * 93031 - OXNARD
- * 93032 - OXNARD
- * 93033 - OXNARD
- * 93034 - OXNARD
- * 93035 - OXNARD
- * 93040 - PIRU
- * 93041 - PORT HUENEME
- * 93042 - POINT MUGU NAWC
- * 93043 - PORT HUENEME CBC BASE
- * 93044 - PORT HUENEME
- * 93060 - SANTA PAULA
- * 93061 - SANTA PAULA
- * 93062 - SIMI VALLEY
- * 93063 - SIMI VALLEY
- * 93064 - BRANDEIS
- * 93065 - SIMI VALLEY
- * 93066 - SOMIS
- * 93094 - SIMI VALLEY
- * 93099 - SIMI VALLEY
- * 91319 - NEWBURY PARK
- * 91320 - NEWBURY PARK
- * 91358 - THOUSAND OAKS
- * 91359 - WESTLAKE VILLAGE
- * 91360 - THOUSAND OAKS
- * 91362 - WESTLAKE VILLAGE
- * 91377 - OAK PARK

Exhibit H - 5
Zip Codes
Nipomo

- * 93401 - SAN LUIS OBISPO
- * 93402 - LOS OSOS
- * 93403 - SAN LUIS OBISPO
- * 93405 - SAN LUIS OBISPO
- * 93406 - SAN LUIS OBISPO
- * 93407 - SAN LUIS OBISPO
- * 93408 - SAN LUIS OBISPO
- * 93409 - SAN LUIS OBISPO
- * 93410 - SAN LUIS OBISPO
- * 93412 - LOS OSOS
- * 93420 - ARROYO GRANDE
- * 93421 - ARROYO GRANDE
- * 93422 - ATASCADERO
- * 93423 - ATASCADERO
- * 93424 - AVILA BEACH
- * 93428 - CAMBRIA
- * 93430 - CAYUCOS
- * 93432 - CRESTON
- * 93433 - GROVER BEACH
- * 93435 - HARMONY
- * 93442 - MORRO BAY
- * 93443 - MORRO BAY
- * 93444 - NIPOMO
- * 93445 - OCEANO
- * 93446 - PASO ROBLES
- * 93447 - PASO ROBLES
- * 93448 - PISMO BEACH
- * 93449 - PISMO BEACH
- * 93451 - SAN MIGUEL
- * 93452 - SAN SIMEON
- * 93453 - SANTA MARGARITA
- * 93461 - SHANDON
- * 93465 - TEMPLETON
- * 93483 - GROVER BEACH

Exhibit H - 6
Zip Codes
Watsonville

MONTEREY <ul style="list-style-type: none">* 95004 - AROMAS* 95012 - CASTROVILLE* 95039 - MOSS LANDING* 93426 - BRADLEY* 93460 - SAN ARDO* 93901 - SALINAS* 93902 - SALINAS* 93905 - SALINAS* 93906 - SALINAS* 93907 - SALINAS* 93908 - SALINAS* 93912 - SALINAS* 93915 - SALINAS* 93920 - BIG SUR* 93921 - CARMEL* 93922 - CARMEL* 93923 - CARMEL* 93924 - CARMEL VALLEY* 93925 - CHUALAR* 93926 - GONZALES* 93927 - GREENFIELD* 93928 - JOLON* 93930 - KING CITY* 93932 - LOCKWOOD* 93933 - MARINA* 93940 - MONTEREY* 93942 - MONTEREY* 93943 - MONTEREY* 93944 - MONTEREY* 93950 - PACIFIC GROVE* 93953 - PEBBLE BEACH* 93954 - SAN LUCAS* 93955 - SEASIDE* 93960 - SOLEDAD* 93962 - SPRECKELS	SAN BENITO <ul style="list-style-type: none">* 95023 - HOLLISTER* 95024 - HOLLISTER* 95043 - PAICINES* 95045 - SAN JUAN BAUTISTA* 95075 - TRES PINOS SANTA CRUZ <ul style="list-style-type: none">* 95001 - APTOS* 95003 - APTOS* 95005 - BEN LOMOND* 95006 - BOULDER CREEK* 95007 - BROOKDALE* 95010 - CAPITOLA* 95017 - DAVENPORT* 95018 - FELTON* 95019 - FREEDOM* 95041 - MOUNT HERMON* 95060 - SANTA CRUZ* 95061 - SANTA CRUZ* 95062 - SANTA CRUZ* 95063 - SANTA CRUZ* 95064 - SANTA CRUZ* 95065 - SANTA CRUZ* 95066 - SCOTTS VALLEY* 95067 - SCOTTS VALLEY* 95073 - SOQUEL* 95076 - WATSONVILLE* 95077 - WATSONVILLE
--	---

Exhibit I

"We're sorry, but there is no service location available for _____"

or

Sorry, that zip code is not currently in our system

or

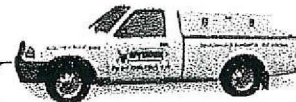
An Error Occurred

This zip code was not found in our database. If you're sure this is a valid california zip code, please send us an [email](#).

Try entering the zip code of a neighboring community to try to find a service location near you.

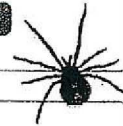
Please enter your 5 digit zip code below to find a service location near you.

Zip code:



Enter your zip code
to find the office
nearest you

GO



Did You Know?

Three percent of the American population is allergic to a stinging insect's venom.

Exhibit J

David Gurnick, SBN 115723
Samuel C. Wolf, SBN 285685
Lewitt, Hackman, et al.
16633 Ventura Boulevard, 11th Floor
Encino, California 91436-1865
Phone: 818- 990-2120; Fax: 818-981-4764
Attorneys for Plaintiff Hydrex Pest Control Co., Inc.

Kelton Lee Gibson SBN 65914
Douglas A. Bordner SBN 156596
Jill L. Friedman SBN 132906
Myers, Widders, Gibson, Jones & Feingold
Thousand Oaks, California Office
100 E. Thousand Oaks Blvd., Suite 103
Thousand Oaks, CA 91360

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

HYDREX PEST CONTROL CO., INC., a
California corporation,

Plaintiff,

vs.

KEVIN MICHAEL O'CONNOR, an
individual; DANIEL O'CONNOR, an
individual; IRENE O'CONNOR, an
individual; SIERRA WEST BUSINESS
SERVICES, INC., a California corporation;
and DOES 1 – 25, inclusive.

Defendants.

CASE NO: 56-2015-00463243-CU-BC-
VTA

**NOTICE OF SETTLEMENT AND
REQUEST TO COURT TO RETAIN
JURISDICTION OVER PARTIES TO
ENFORCE SETTLEMENT UNTIL
PERFORMANCE IN FULL**

The parties to the above action, through their respective counsel of record, notify the Court that they reached a settlement of all claims and disputes and entered into a written Settlement Agreement that has been signed by all parties (or in the case of Defendant Daniel O'Connor, who became deceased during the pendency of this action, signed by his successor(s)-in-interest). Pursuant to Code of Civil Procedure Section 664.6 the parties request that the Court

retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

Respectfully submitted

Date: October 27, 2015

Lewitt, Hackman, Shapiro, Marshall & Harlan

By: _____
David Gurnick
Samuel C. Wolf
Attorneys for Plaintiff Hydrex Pest Control
Co., Inc.

DATED: October 27, 2015

Myers, Widders, Gibson, Jones & Feingold

By: _____
Kelton Lee Gibson
Douglas A. Bordner
Jill L. Friedman
Attorneys for Defendants Kevin Michael
O'Connor, Daniel O'Connor, Irene O'Connor,
Sierra West Business Services, Inc. and
O'Connor & Sons, Inc.