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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

ISMAEL VIERA and ERIC DAVILA,
individually and on behalf of aggrieved
employees and the State of California,

Plaintiffs,

v.

CRANE ACQUISITION, INC., dba CRANE
PEST CONTROL, ROLLINS, INC., ORKIN,
LLC, and DOES 1-20, inclusive,

Defendants.

Case No. CGC-22-597870

**DECLARATION OF RACHEL BIEN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

Date: January 10, 2025

Time: 9:30 A.M.

Dept.: 305

Hon. Mary E. Wiss

1 I, Rachel Bien, hereby declare and state as follows:

2 1. I make this Declaration of my own personal knowledge, and if called to testify, I
3 could and would testify completely to the matters stated herein.

4 2. I am an attorney duly licensed to practice law in the State of California. I am a
5 partner in the law firm of Olivier & Schreiber PC (“O&S”) and together with Rissell Law APC,
6 represent Plaintiffs Ismael Viera and Eric Davila in the above-captioned matter. I submit this
7 declaration in support of Plaintiffs’ Unopposed Motion for Approval of PAGA Settlement.

8 **I. LITIGATION AND DISCOVERY**

9 3. On January 27, 2022, Plaintiff Viera filed an action pursuant to PAGA against
10 Defendants alleging that they had required him and other aggrieved employees to agree to unlawful
11 non-compete and non-solicitation terms in their employment agreements in violation of Labor Code
12 § 432.5, and that Defendants had paid them their final wages via a payroll debit card to which they
13 had not agreed in violation of Labor Code §§ 201-202, 212-213, and 221. Plaintiff Viera filed an
14 amended complaint on September 12, 2024, adding Plaintiff Davila.

15 4. Plaintiffs gave timely notice of their claims to the Labor Workforce Development
16 Agency (“LWDA”) and to Defendants on July 30, 2021 and April 10, 2024, respectively.

17 5. The parties engaged in substantial discovery before resolving this lawsuit. Plaintiffs
18 took the depositions of five corporate representatives and an employee of Defendants, and
19 Defendants took Plaintiff Viera’s deposition.

20 6. The parties exchanged thousands of pages of document discovery, served several
21 sets of document requests and interrogatories, and Defendants produced data reflecting the relevant
22 pay periods of aggrieved employees and data regarding employees’ receipt of wages via pay cards,
23 which they supplemented during the litigation and prior to trial.

24 7. Plaintiffs engaged an expert, David Breshears of Hemming Morse, LLC, who
25 analyzed Defendants’ employee data and produced a report setting forth Defendants’ PAGA
26 penalty exposure.

27 8. The parties also engaged in discovery motion practice. Plaintiffs moved to compel
28

1 further discovery responses from Defendants, which Judge Pro Tem William Lynn granted on
2 November 3, 2022.

3 9. Plaintiffs moved for summary adjudication on November 21, 2023, which the Court
4 granted in part on February 21, 2024, concluding that the non-compete and non-solicitation terms
5 in Defendants' employment agreement violated Labor Code § 432.5, and holding Defendant Crane
6 liable for the violation as Plaintiff Viera's employer. Attached hereto as **Exhibit A** is a true and
7 correct copy of the Court's Summary Adjudication Order. After the summary adjudication ruling,
8 Plaintiff Viera moved to amend the complaint to add Plaintiff Davila. Defendants opposed, and the
9 Court denied the motion on the basis that the amendment came too close to trial. When Defendants
10 later moved the Court to continue the trial, the Court permitted Plaintiff Davila to be added.

11 10. The parties fully prepared for trial, including drafting witness examinations,
12 interviewing and preparing trial witnesses, and preparing and submitting all trial submissions,
13 including trial briefs and motions *in limine*.

14 11. The parties were set to begin trial on October 21, 2024, when they reached
15 agreement on the material terms of the proposed settlement.

16 **II. SETTLEMENT HISTORY AND TERMS**

17 12. The parties made several efforts to resolve this case. The parties first agreed to
18 mediate with the Honorable Elizabeth Laporte (Ret.) in August 2022, but Defendants cancelled the
19 mediation shortly before it was to take place.

20 13. The parties went to mediation on March 28, 2024, with the Honorable Jeffrey K.
21 Winikow (Ret.), but the negotiations were not successful, and the parties returned to litigation.

22 14. The parties also engaged directly in settlement discussions in the lead-up to trial in
23 August 2024, and again attempted to resolve the lawsuit before going to trial in a mandatory
24 settlement conference on October 10, 2024, with Martin Triano.

25 15. On the first day of the trial, prior to any witnesses taking the stand, Defendants asked
26 for a brief continuance to resume settlement negotiations. Within two hours, the parties had reached
27

1 a settlement in principle. That day, the parties entered into a memorandum of understanding that
2 memorialized the material settlement terms.

3 16. The parties then negotiated a long-form settlement agreement, which they executed
4 on November 22, 2024. A true and correct copy of the settlement agreement is attached hereto as
5 **Exhibit B.**

6 17. The settlement agreement was submitted to the LWDA on December 3, 2024
7 pursuant to Lab. Code § 2699(l).

8 **A. Settlement Allocation**

9 18. Under the proposed settlement, pursuant to Labor Code § 2699(j), seventy-five
10 percent of the civil penalties will be allocated to the LWDA and twenty-five percent will be
11 allocated to Plaintiffs and aggrieved employees. (Ex. B (Settlement Agreement) ¶ 4.5.) The
12 settlement payment will be allocated based on the number of Eligible Pay Periods that each PAGA
13 Settlement Member worked for Defendants during the relevant period and whether Defendants paid
14 them their final wages on a pay card as reflected in Defendants' data. (*Id.* ¶ 4.6.) PAGA Settlement
15 Members to whom Defendants paid their final wages on a pay card will be accorded one additional
16 Eligible Pay Period for purposes of calculating their Individual Settlement Payments in recognition
17 of the fact that they have additional claims based on their receipt of wages by pay card. (*Id.* ¶ 4.1.6.)

18 **B. Timing of the Settlement Funding and Payments**

19 19. Defendants will deposit the entire settlement amount into an escrow account
20 administered by the proposed third-party settlement administrator, Strategic Claims Services,
21 within 30 days of the Court's approval of the settlement. (Ex. B (Settlement Agreement) ¶ 4.1.)
22 Payments will be issued by the settlement administrator within 30 days of Defendants' payment.
23 (*Id.* ¶ 4.7.)

24 **C. Proposed Administrator, Cost of Administration, and Duties**

25 20. The parties propose that the Court appoint Strategic Claims Services as the
26 settlement administrator.

21. According to its website, Strategic Claims Services (“SCS”) was established in 1999 and has administered hundreds of cases.¹ Plaintiffs’ counsel has worked with SCS on other settlements and found it to be an effective settlement administrator. Plaintiffs’ counsel solicited bids from another administrator before selecting SCS, which offered the lowest bid to administer the settlement.

D. Scope of the Release

22. The release is limited to claims arising from the allegations of the Complaint, including claims arising from the factual allegations in the Complaint under Labor Code §§ 201-202, 212-213, 221, and 432.5. (Ex. B (Settlement Agreement) ¶ 5.1.) The release period is from July 30, 2020 and the date on which the Court grants approval of the settlement. (*Id.* ¶¶ 1.7, 1.17, 5.1.)

E. Service Payments

23. The settlement seeks service payments for Plaintiffs Viera and Davila of \$20,000 and \$10,000, respectively, in recognition of the burdens they assumed and efforts they made on behalf of the State and aggrieved employees. Attached hereto as **Exhibit C** is the Declaration of Ismael Viera attesting to the work that he performed as a PAGA representative. Attached hereto as **Exhibit D** is the Declaration of Eric Davila attesting to the work that he performed as a PAGA representative.

III. O&S’S EXPERIENCE AND QUALIFICATIONS

24. I received a Juris Doctor degree cum laude from Brooklyn Law School in 2005. After serving as a judicial clerk for the Honorable Thomas G. Nelson on the Ninth Circuit Court of Appeals, I joined Outten & Golden LLP in 2006, a plaintiff-side employment law firm, where I exclusively represented plaintiffs in employment litigation and other employee rights matters.

25. In December 2020, I joined O&S as a partner where I continue to represent plaintiffs in individual and class action employment litigation. O&S is a California law firm with

¹ <https://www.strategicclaims.net/>

1 offices in Oakland, Pasadena, and Napa Valley. O&S represents individuals and classes in civil
2 litigation and appeals. O&S specializes in employment, consumer, and civil rights matters. All of
3 O&S's partners are leaders in their fields and are widely recognized as experienced and capable
4 litigators on behalf of plaintiffs. More information on our firm is available at www.os-legal.com.

5 26. I am a member of the California Employment Lawyer's Association ("CELA").
6 From 2019-2023, I served on the Executive Committee of the California Lawyers Association's
7 Labor & Employment Law Section. I speak frequently on employment law and class action
8 litigation issues.

9 27. I was named as a "Super Lawyer" for 2013-2018 and 2020-2024, as a "Rising
10 Star" in prior years, and was listed for inclusion in The Best Lawyers of America in 2023 and 2024.

11 28. While at Outten & Golden, I was the co-head of the firm's class action practice
12 group. Over my career there, I was lead or co-lead counsel on dozens of class and collective action
13 cases which settled favorably for class members. A few examples include:

14 • *Del Toro Lopez v. Uber Techs., Inc.*, 17-cv-06255-YGR (N.D. Cal. Nov. 14, 2018)
15 (granting final approval of \$10 million employment discrimination class action settlement and
16 approving Outten & Golden's hourly rates ranging from \$250 to \$850 "in light of the market for
17 legal services of this type of quality").

18 • *Lloyd v. J.P. Morgan Chase & Co.*, No. 11 Civ. 9305 (S.D.N.Y. Oct. 24, 2017)
19 (granting final approval of \$5.707 million wage and hour settlement and stating that "Class
20 Counsel are well qualified, experienced, and have aggressively litigated this action, thereby
21 demonstrating their adequacy as counsel for the class").

22 • *Behzadi v. International Creative Management Partners, LLC*, No. 14 Civ. 4382,
23 2015 WL 4210906 (S.D.N.Y. July 9, 2015) (certifying class and collective of unpaid interns and
24 approving \$725,000 settlement of wage and hour class action brought under New York and federal
25 law).

26 • *Capsolas v. Pasta Res., Inc.*, No. 10 Civ. 5595, 2012 WL 4760910, at *3 (S.D.N.Y.
27 October 5, 2012) (approving \$5.25 million class action settlement on behalf of restaurant workers
28

1 and noting that Outten & Golden attorneys “have substantial experience prosecuting and settling
2 employment class actions, including wage and hour class actions, and are well-versed in wage and
3 hour law and class action law”).

4 28. Monique Olivier is a partner of O&S. Prior to forming O&S in 2018, she was a
5 partner at Duckworth Peters Lebowitz Olivier LLP (“DPLO”). DPLO (now dissolved) was a San
6 Francisco-based firm specializing in individual and complex litigation and appeals in the areas of
7 employment, civil rights and consumer protection. Ms. Olivier has been practicing law since 1997.
8 Since that time, her practice has been devoted in substantial part to complex litigation and class
9 actions. She has significant experience as lead counsel in employment, civil rights, and consumer
10 class actions as well as appeals involving class action issues. She has been recognized by Super
11 Lawyers as one of the Top 100 lawyers in Northern California every year since 2017, one of the
12 Top 50 women lawyers in Northern California every year since 2016, and as a Northern California
13 Super Lawyer every year since 2011.

14 29. Ms. Olivier is an Appellate Specialist certified by the California State Bar Board of
15 Legal Specialization. She also serves as a Mediator and an Early Neutral Evaluator for the U.S.
16 District Court, Northern District of California’s ADR Program and on the District’s ADR Local
17 Rules Committee.

18 30. My partner, Christian Schreiber, also performed work in this case. He has been
19 practicing law for eighteen years. He obtained his J.D. from the UCLA School of Law in 2006 with
20 a concentration in Critical Race Studies and having completed the Program in Public Interest Law
21 & Policy. Prior to founding O&S, he was a partner at Chavez & Gertler LLP, where he prosecuted
22 class action and other complex litigation matters across the country. Mr. Schreiber has served as
23 class counsel in class actions filed in courts across the United States, including numerous wage and
24 hour cases in California. He is actively involved in organizations seeking to promote the interests
25 of workers, consumers, underserved and indigent populations, and legal service providers. He is
26 the chair of the California State Bar’s Legal Services Trust Fund Commission, one which he has
27 served for nearly 10 years. He is also the past Chair of the Board of the Impact Fund, a Berkeley-

1 based non-profit organization that trains class action litigators and litigates and funds public interest
2 impact litigation across the country. Mr. Schreiber provided support on strategy matters at critical
3 points throughout the litigation, and also contributed to research and briefing.

4 31. Owen Monkemeier is an associate attorney with O&S. Mr. Monkemeier was active
5 in litigating this case, including preparing for trial. Mr. Monkemeier earned his J.D. from Yale Law
6 School in 2019. Before joining O&S in 2024, he was a Managing Associate at Pasich PC,
7 representing insured entities and individuals in complex coverage disputes against insurance
8 companies. Mr. Monkemeier also served as a staff attorney at the Los Angeles LGBT Center,
9 providing counsel to transgender clients facing discrimination and tenants facing illegal housing
10 practices.

11 32. Hannah Shirey was an associate attorney at O&S and performed work in this case.
12 Before working at O&S, Ms. Shirey served as a law clerk for the Honorable Michael J. Melloy of
13 the United States Court of Appeals for the Eighth Circuit and for the Honorable James E. Gritzner
14 of the United States District Court for the Southern District of Iowa. Ms. Shirey earned her law
15 degree from the University of Iowa College of Law in 2018, where she served as Editor in Chief of
16 the Iowa Law Review and received the Hancher-Finkbine Medallion for her leadership and
17 contributions. Ms. Shirey assisted in research for the appeals and drafted minor motions and status
18 reports after remand.

19 33. Cassidy Clark is an associate attorney at O&S and performed work on this case.
20 Before working at O&S, Ms. Clark was an associate attorney at Bryan Schwartz Law, where she
21 was involved in class, representative, and individual employment litigation. Ms. Clark obtained her
22 J.D. from Berkeley Law in 2020. During law school, Ms. Clark served as a law clerk at Equal Rights
23 Advocates, a plaintiffs' employment law firm, and was a clinical student at the East Bay
24 Community Law Center. Ms. Clark is a volunteer supervising attorney and lecturer for at Legal Aid
25 at Work and active member of the CELA. She has published articles in Plaintiff Magazine regarding
26 employment litigation. Ms. Clark assisted in the drafting of the instant motion and supporting
27 documents and in various research projects relating to the motion.

34. Multiple members of O&S support staff have performed work on this case, including paralegals and a law clerk. In this case, staff supported the attorneys by reviewing and analyzing documents, editing and preparing briefs and other documents for filing, and filing and serving documents with the court and other parties.

35. At O&S, my partners and I have had significant experience litigating complex employment and civil rights cases. Some examples of O&S's work include:

- *Flach v. Whisk Logistics, LLC*, Case No. 56-2022-00573024-CU-OE-VTA (Ventura County Superior Court) (approving \$1.75M class and PAGA settlement of wage and hour action on behalf of truck drivers and appointing OS as class counsel).

- *Baten v. Michigan Logistics, Inc. at al.*, Case No. 2:18-cv-10229-GW-MRW, Dkt. Nos. 111, 157 (C.D. Cal.) (certifying class of delivery drivers, appointing OS as class counsel, and approving \$1.75M class action settlement).

- *Chavez v. Jani-King, Inc.*, Case No. RG19043517 (N.D. Cal. and Alameda County Superior Court) (settlement of \$15,350,000 million for a class of janitors in wage and hour class action and PAGA action).

- *Toolajian v. Air Methods Corp.*, Case No. 3:18-cv-06722-AGT (N.D. Cal.) (settlement of \$1.75 million for a class of pilots in wage and hour class action).

- *Casteel v. Alaska Airlines, Inc.*, Case No. RCG20052826 (Alameda County Superior Court) (\$3 million settlement in PAGA representative wage and hour action on behalf of aggrieved flight attendants).

- *Bernstein v. Virgin America, Inc.*, Case No. 13-cv-02277-JST (N.D. Cal.) (judgment in excess of \$38 million in certified wage and hour case on behalf of flight attendants).

- *Bell v. Delta Air Lines*, No. 13-cv-01199 YGR (N.D. Cal.) (class action on behalf of California airline cargo workers for overtime violations, resulting in classwide settlement of \$1.4M).

- *Balderas v. Massage Envy*, No. 12-cv-06327 NC (N.D. Cal.) (class action on behalf of California massage therapists for reimbursement of licensing and insurance costs, resulting in classwide settlement of \$519,000 plus significant injunctive relief).
- *Li v. A Perfect Day Franchise, Inc. et al.*, No. CV 10-01189 LHK (PSG) (N.D. Cal.) (class action on behalf of low wage workers subjected to massive wage violations, resulting in judgment over \$13M).

IV. ASSESSMENT OF LITIGATION RISKS

36. As detailed above, we extensively litigated this case for over two years. We are extremely well acquainted with the facts and the evidence. The evidentiary record consists of several depositions, substantial written discovery, expert discovery, and thousands of pages of documents. Plaintiffs and Defendants have also vigorously litigated the legal issues through motion practice, and engaged in extensive negotiations and exchange of data, documents, and information in order to adequately assess the settlement value and to have fulsome and comprehensive settlement discussions that led to this resolution.

37. Based on a thorough investigation and careful evaluation of this action, we have concluded that the settlement is fair, reasonable and adequate and in the best interest of the State and aggrieved employees in light of all known facts and the risk of delay, defenses asserted by Defendants, and potential appellate issues.

38. Based upon my significant experience in litigating and settling wage and hour and employment class and representative actions, I believe that the proposed settlement is an excellent resolution.

39. This case presented significant litigation risks for both sides. The parties strenuously contested the merits, including through summary adjudication motion practice. Although the Court granted partial summary adjudication in Plaintiffs' favor on the section 432.5 claim, it found that there were factual questions as to Orkin's and Rollins' liability as employers for that claim and factual questions as to all Defendants' liability with regard to the pay card claims.

1 40. In addition, Defendants sought to unwind the Court’s ruling regarding the section
2 432.5 claim, arguing in their motion *in limine*, that there was no liability under section 432.5 until
3 January 1, 2024. In support of this argument, Defendants cited cases decided prior to January 1,
4 2024, that held that Labor Code section 432.5 was not violated based upon a violation of section
5 16600 of the Business & Professions Code, because section 16600 only rendered non-compete
6 clauses void and did not make them unlawful, which was necessary to give rise to a section 432.5
7 violation. Although Plaintiffs believe that this argument lacks merit and that it directly conflicts
8 with the Court’s summary adjudication decision, they acknowledge the risk that the Court could
9 have reconsidered its prior ruling and/or that Defendants may have prevailed on appeal. In that case,
10 the liability period could have been limited to the period after January 1, 2024, when the Business
11 & Professions Code was amended to expressly make non-compete agreements unlawful under
12 section 16600.1.

13 41. Furthermore, even if Plaintiffs prevailed at trial, the parties disagreed over the
14 calculation of PAGA penalties and specifically, whether the PAGA penalty for the section 432.5
15 violation is a one-time penalty assessed for the pay period when the employee signed the unlawful
16 contract terms or a penalty for each pay period in which the employee was subject to the terms.

17 42. The parties are unaware of any court that has decided the penalty calculation issue.
18 Its resolution in Defendants’ favor would have profoundly impacted the penalties that Plaintiffs
19 could recover.

20 43. Based on data provided by Defendants, our expert calculated the maximum
21 penalties that could be awarded to be approximately \$18 million, for the period from July 30, 2020
22 through approximately October 21, 2024. This assumes that Plaintiffs would have prevailed on all
23 of their claims for the full statute of limitations period and that the Court awarded a penalty for
24 every pay period of each aggrieved employee’s employment at a rate of \$100 per pay period
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through February 21, 2024,² and at a rate of \$200 after that date through the trial date. Thus, the proposed settlement constitutes approximately 16% of this maximum potential recovery.

Gross Settlement Fund	\$2,900,000.00
Less Attorneys' Fees	\$1,015,000.00
Less Costs and Expenses	\$81,229.94
Less Settlement Administration	\$15,000.00
Less Service Awards	\$30,000.00
PAGA Amount Payable to LWDA	\$1,319,077.54
PAGA Amount Payable to Aggrieved Employees	\$439,692.52

44. According to data produced by Defendants, aggrieved employees worked 159,818 pay periods from July 30, 2020 through January 10, 2025, the end date of the release period. The data reflects that employees worked an average of approximately 48 pay periods during this period. Thus, aggrieved employees will be paid an average of approximately \$132 each.

V. ATTORNEYS' FEES AND COSTS

45. Counsel seeks 35% of the Gross Settlement Amount (\$1,015,000) as their attorneys' fees plus reimbursement of litigation costs and expenses of \$81,229.94.

46. O&S spent approximately 1,687 hours investigating, litigating, and settling this case, resulting in a lodestar of approximately \$1,196,275. The lodestar will increase as Counsel continue to spend time preparing for the approval hearing, attending the hearing, and assisting with the administration of the settlement.

47. All of this work was contemporaneously recorded by each biller. The records were closely reviewed by Counsel in preparation for this submission and duplicative and clerical work was omitted. Auditing O&S's time resulted in a reduction of 7% of O&S's lodestar.

48. The lodestar represents our careful exercise of billing judgment. The work we did was necessitated by the complexity of the case, Defendants' staunch defense of the case, the skill

² On February 21, 2024, the Court granted summary adjudication on the Labor Code 432.5 claim.

1 of defense counsel in opposing the claims, and the stage of the proceedings at which the case
2 ultimately settled.

3 49. O&S has worked with Rissell Law since the beginning of pre-litigation
4 investigations that led to this case. Our firm's work has been extensive and integral to the
5 successful prosecution of Plaintiffs' claims. We have been involved in and/or led many aspects of
6 the litigation, including: pre-filing investigation, drafting pleadings, engaging in discovery,
7 reviewing documents, conducting legal research, communicating with Plaintiffs and other
8 aggrieved employees, working with an expert, taking depositions, preparing for and attending
9 mediation and a settlement conference, arguing motions, and engaging in settlement negotiations.

10 50. Counsel undertook the litigation on a purely contingent basis and have not been paid
11 for any of their time spent on the action or reimbursed for the out-of-pocket expenses they incurred.

12 51. To date, O&S has incurred costs totaling \$68,178.57. The costs are for one-half of
13 the mediator's fee, expert fees, legal research fees, filing fees, deposition transcripts, mailings, court
14 reporter fees, travel expenses, and other court fees. These expenses were incurred in the normal
15 course of the firm's business and are the type normally billed to paying clients.

16 52. Defendants' counsel are from a firm that has hundreds of attorneys. Going head-to-
17 head with a large management-side firm and against large corporations on behalf of workers
18 presented a tremendous amount of financial risk to our firms. We took this case without any
19 assurance that we would be paid any fees or reimbursed any costs for our efforts or expenditures.
20 In spite of this, we took the case on with every intent of expending all necessary hours and out-of-
21 pocket expenses to ensure vindication of the important public policies at stake. We have done our
22 best to resolve this case as efficiently and favorably as possible and in doing so available ourselves
23 of the extensive experience and expertise we have developed over the years in handling other
24 representative actions and employment matters.

25 53. Set forth below are the largest categories of work that we performed and the hours
26 that we spent performing this work:

Trial preparation	492 hours
Motion practice, research, and drafting of pleadings	365 hours
Deposition and hearing preparation and attendance	212 hours
Discovery and factual investigation	248 hours
Expert discovery/analysis	66 hours
Case management and litigation strategy analysis	93 hours
Settlement negotiations and mediation	126 hours
Pre-litigation investigation and drafting the complaint	85 hours

54. Our firm litigated this case effectively and made every effort to divide the work efficiently and avoid duplication of efforts. We also assigned work to attorneys and staff members at lower billing rates whenever possible. All of the work was reasonably split between the firms. For every major task, we would determine who would take the lead, and then the other firm would provide support and review.

55. O&S is a small firm of three partners, three associates, and two paralegals. The size of our practice and the fact that we take cases primarily on a contingency basis requires us to work efficiently.

56. O&S's 2024 hourly rates are as follows:

Name	Title	Law School Graduation Year	Hourly Rate as of January 1, 2024
Monique Olivier	Partner	1997	\$1050
Christian Schreiber	Partner	2006	\$950
Rachel Bien	Partner	2005	\$925
Owen Monkemeier	Associate	2019	\$550
Hannah Shirey	Associate	2018	\$500
Cassidy Clark	Associate	2020	\$500

Estefania Palacio	Associate	2023	\$350
	Paralegal	N/A	\$250
	Law clerk	N/A	\$200

57. Our firm sets its rates based on information that we obtain from other attorneys with comparable practices and from reviewing fee requests and decisions by courts. We set the billing rates for our firm to be consistent with the prevailing market rates in the private sector for attorneys and staff of comparable skill, qualifications and experience. When we charge clients by the hour, the rates listed above are also the rates that we typically charge our paying clients.

58. Courts in California have routinely approved O&S's billing rates. (*See, e.g., Heredia v. Sunrise Senior Living*, Case No. 8:18-cv-01974-JLS-JDE (C.D. Cal.) (approving Ms. Olivier's 2024 hourly rate of \$1,050); *Flach v. Whisk Logistics, LLC*, Case No. 56-2022-00573024-CU-OE-VTA (Ventura County Superior Court) (approving Ms. Bien's 2023 hourly rate of \$850); *Chavez v. Jani-King, Inc.*, Case No. RG19043517 (Alameda County Superior Court) (approving Ms. Olivier's 2022 rate of \$925); *Toolajian v. Air Methods Corporation*, Case no. 3:18-cv-06722-AGT (N.D. Cal.) (approving Ms. Olivier's 2020 hourly rate of \$850); *Casteel v. Alaska Airlines, Inc.*, Case No. RCG20052826 (Alameda County Superior Court) (approving Ms. Olivier's 2020 rate of \$850); *Zamora v. Lyft, Inc.*, No. 3:16-cv-02558, Dkt. 103 (N.D. Cal.) (approving Ms. Bien's 2018 rate of \$725).

59. Our rates enable us to take cases on a contingency basis, including public interest cases and cases that seek to enforce important statutory rights. If we were unable to recover our full hourly rates, we would be forced to decline many more cases and would not be able to maintain our contingent fee practice in the employment area because it would not be financially feasible to do so.

60. Employment cases create significant risk for plaintiffs' attorneys regardless of the merits of the case given the enormous expense of litigation, including expert and discovery-related costs such as depositions. In my experience, it is the possibility of recovering a full compensatory

1 fee award at the conclusion of a successful statutory employment case that provides the incentive
2 necessary for attorneys to accept difficult, time-consuming and risky cases that vindicate the
3 important rights and public policies embodied in employment statutes.

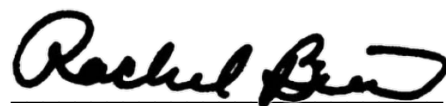
4 61. Many plaintiffs would not be able to protect their rights if there were not plaintiffs'
5 side contingency firms who could take on their cases. It is difficult for many employees to find
6 competent representation on an affordable or wholly contingent fee basis, where the attorneys only
7 recover fees if they prevail and must advance legal expenses usually for several years before they
8 are reimbursed. It is even more difficult to secure such litigation representation if the employees
9 present a potential case that involves complicated legal issues that have not been definitively
10 resolved like those in this case.

11 62. In addition, defendants often resist engaging in meaningful settlement discussions
12 early in the case, and instead await the outcome of dispositive motion practice or trial. That was
13 certainly the case here, where Defendants had many opportunities to engage in settlement
14 negotiations with Plaintiffs before trial. However, it was only on the first day of trial that Defendants
15 made what Plaintiffs considered to be a meaningful settlement offer.

16 I declare under penalty of perjury under the laws of California that the foregoing is true and
17 correct.

18 Executed on December 5, 2024 in Pasadena, California.

19
20 **OLIVIER & SCHREIBER PC**

21 

22 Rachel Bien

23 *Attorneys for Plaintiffs and*
24 *Aggrieved Employees*

EXHIBIT A

1. A judgment, decree, or order was entered in this action on *(date)*: February 21, 2024
2. A copy of the judgment, decree, or order is attached to this notice.


 (SIGNATURE)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

FILED

Superior Court of California
County of San Francisco

FEB 21 2024

CLERK OF THE SUPERIOR COURT

By Victor De Pineda
Deputy

Ismael Viera,

Case No. CGC-22-597870

Plaintiff,

vs.

**ORDER RE MOTION FOR
SUMMARY ADJUDICATION**

Crane Acquisition, Inc. dba Crane Pest
Control et al.,

Defendants.

Plaintiff Ismael Viera's motion to summarily adjudicate his Private Attorneys General Act ("PAGA") cause of action is granted and denied in part.

Viera was allegedly jointly employed by defendants Crane Acquisition, Inc., Orkin, LLC and Rollins, Inc. from 2019 to 2020. (Mot. p. 20.) Viera claims defendants committed several Labor Code violations against himself and other employees. After exhausting administrative remedies, Viera initiated this action to recover PAGA penalties. Viera now moves for summary adjudication on several of his claims and one of defendants' affirmative defenses.

"A motion for summary adjudication shall be granted only if it completely disposes of a cause of action, an affirmative defense, a claim for damages, or an issue of duty." (CCP 437c(f)(1).) To prevail on summary adjudication, the movant must show there is no triable issue of material fact such that they are entitled to judgment as a matter of law. (CCP 437(c).) If shown, the burden shifts to the opposition to raise a triable issue of material fact. (*Id.*) The court

liberally construes evidence in favor of the opponent and resolves doubts in their favor.

(*Ghazarian v. Magellan Health, Inc.* (2020) 53 Cal.App.5th 171, 182.)

1. Labor Code sections 212-213 violations.

First, Viera argues defendants failed to obtain employee consent to use the pay cards. In interpreting section 213, the Division of Labor Standards and Enforcement (“DLSE”) has opined, “[e]mployee choice is ... a fundamental condition for payment methods utilizing direct deposits under California wage payment law.” (RJN, Ex. A. at p.6.) Here, defendants offer evidence that employees could opt out of the pay card method by notifying payroll. (Defendant’s UMF 29; Nguyen decl. para. 18-19.) This opt-out, by definition, provides choice. Defendants have shown a genuine dispute of material fact on this point.

Second, Viera argues employees lacked effective access to wage funds through payroll cards. The DLSE has articulated that employers cannot impose conditions or obstacles which interfere with or prevent an employee from promptly receiving their wages due in full. (RJN Ex. A.) Here, Viera provided evidence that finding fee-free withdrawals was difficult. (Bien Decl. Ex. F pp. 44, 52-55; Ex. O.) Defendants provided evidence employees received sufficient information. (See, e.g., DUMF.) Disputes of fact exist as to whether employees had effective access to wage funds in full.

Third, Viera argues the instruments used to pay wages did not contain requisite information under section 212(a)(1). Aside from Viera’s cite to one federal district case, neither party has sufficiently briefed whether the Skylight checks and pay cards contained insufficient information as a matter of law. The court declines to rule on this issue.

Fourth, genuine disputes of material fact exist as to violations of sections 201-202 and 221 for the same reasons provided above.

2. Business and Professions Code section 16600 and Labor Code section 432.5

violations.

Next, Viera argues employees had to sign unlawful non-compete and non-solicitation clauses. Covenants not to compete are ostensibly void under California law, absent statutory exceptions not applicable here. (Bus. & Prof. Code 16600; *AMN Healthcare, Inc. v. Aya Healthcare Services, Inc.* (2018) 28 Cal.App.5th 923, 935.) The clauses here prevented plaintiffs from rendering services to former customers while using confidential information for a period of 18 months. (PUMF 48.) Confidential information was defined to include customer names, pest treatment history, any training and education received, etc. (PUMF 45, 48, 49.) Given the broad list of confidential information, these clauses would be triggered practically any time an employee serviced a former customer. Thus, these clauses impermissibly restrained Viera's ability to solicit or render services to defendants' customers, in violation of section 16600. Even if a trade secret exception to section 16600 applied, the broadly worded clauses prohibited use of information that was neither confidential nor a trade secret. For instance, employees could not even use their training and education when contacting customers. (Ex. P at ROLLINS_000086; *Morlife, Inc. v. Perry* (1997) 56 Cal.App.4th 1514, 1519 [recognizing right to use general knowledge and experience gained in former employment].) Thus, the non-compete and non-solicitation violated section 16600 as a matter of law. The court grants summary adjudication as to defendant Crane's violation of Labor Code section 432.5.

3. Joint Employer Liability

Finally, Viera seeks to summarily adjudicate defendants' tenth affirmative defense that Rollins and Orkin did not jointly employ Viera and the other employees. To be a joint employer, one must exercise control over an employee's wages, hours, or working conditions. (*Martinez v.*

Combs (2010) 49 Cal.4th 35, 68.) To be liable as a joint employer, one must have engaged in the violation or had a right to exercise control over the terms and conditions that generated the wrongs. (*Noe v. Superior Court* (2015) 237 Cal.App.4th 316, 333-334.) Here, Rollins and Orkin argue they are not joint employers because they lacked control over Viera's wages, hours, and working conditions. For example, Rollins and Orkin submit evidence they never managed or supervised Viera. (DUMF 20.) Despite Viera's conflicting evidence, a genuine dispute of material fact exists on this defense.

In conclusion, Viera's motion for summary adjudication is granted only as to defendant Crane's violation of Labor Code section 432.5.

Dated: February 21, 2024



Judge Richard B. Ulmer
Judge of the Superior Court

CGC-22-597870

ISMAEL VIERA, INDIVIDUALLY AND ON BEHALF OF THE VS.
CRANE ACQUISITION, INC. DBA CRANE PEST CONTROL ET AL

I, the undersigned, certify that I am an employee of the Superior Court of California, County Of San Francisco and not a party to the above-entitled cause and that on February 21, 2024 I electronically served the foregoing order on each counsel of record or party appearing in propria persona by causing a copy thereof to be sent by e-mail to the e-mail addresses indicated below.

Date: February 21, 2024

Victor da Fonseca
By: VICTOR DA FONSECA

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Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

ISMAEL VIERA, individually and on behalf
of aggrieved employees and the State of
California

Plaintiff,

vs.

CRANE ACQUISITION, INC., dba CRANE
PEST CONTROL, ROLLINS, INC., ORKIN,
LLC, a limited liability company dba, and
DOES 1 to 20, inclusive,

Defendants.

CASE NO.: CGC-22-597870

PROOF OF SERVICE

Action Filed: January 27, 2022

Trial Date: April 29, 2024

3
4 **PROOF OF SERVICE**

5 **STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

6 I am employed in the County of San Francisco, State of California. I am over the age of 18 and not
7 a party to the within action. My business address is 201 Spear Street, Suite 1100, San Francisco, CA
8 94105.

9 On the date set forth below, I served the document(s) described as:

10 • **NOTICE OF ENTRY OF ORDER**

11 on the person(s) listed below:

12
13 Ryan D. Wheeler (SBN 268353)
14 Lyle M. Chan (SBN 299037)
15 Nelly Pineda (SBN 340728)
16 **FISHER & PHILLIPS LLC**
17 2050 Main Street, Suite 1000
18 Irvine, California 92614
19 rwheeler@fisherphillips.com
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bpatterson@fisherphillips.com
nsimpson@fisherphillips.com

Attorneys for Defendants

- 20
21
22 X (BY EMAIL) I caused the above-transcribed documents to be transmitted by email to the
23 addressees as set forth above pursuant to the parties' agreement and in accordance with California
24 Code of Civil Procedure § 1010.6.
- 25 X (STATE) I declare under penalty of perjury under the laws of the State of California that the above
26 is true and correct.

27 Executed on February 21, 2024

28 By: 
KELLEY CHRISTENSEN

EXHIBIT B

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Attorneys for Plaintiffs and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

ISMAEL VIERA and ERIC DAVILA,
individually and on behalf of aggrieved
employees and the State of California,

Plaintiffs,

v.

CRANE ACQUISITION, INC., dba CRANE
PEST CONTROL, ROLLINS, INC., ORKIN,
LLC, and DOES 1-20, inclusive,

Defendants.

Case No. CGC-22-597870

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Assigned to the Honorable Mary Wiss

Courtroom: 305

Hearing Date: January 10, 2025

Hearing Time: 9:30 a.m.

1 This Settlement Agreement is made and entered into between (1) Plaintiffs Ismael Viera
2 and Eric Davila (“Plaintiffs”), on behalf of all PAGA Settlement Members (as defined herein) and
3 (2) Defendants Crane Acquisition, Inc., Orkin, LLC, and Rollins, Inc. (“Defendants”) (referred to
4 collectively as the “Parties”), subject to approval from the Court, as provided below.

5 The Parties intend this PAGA Representative Action Settlement Agreement to fully and
6 finally resolve and settle the Released PAGA Claims, as follows:

7 **1. DEFINITIONS**

8 **1.1 “Action”** refers to the civil action that Plaintiffs filed in San Francisco
9 Superior Court, titled *Viera et al. v. Crane Acquisition, Inc. et al.*, Case No. CGC-22-597870.
10 The Action is a representative action under the Private Attorneys General Act of 2004, Lab. Code
11 §§ 2699 *et seq.* (“PAGA”).

12 **1.2 “Agreement”** refers to this PAGA Representative Action Settlement
13 Agreement.

14 **1.3 “Approval Order”** refers to the order issued and entered by the Court
15 following a motion for approval of this Settlement.

16 **1.4 “Complaint”** refers to the operative complaint that Plaintiffs filed on
17 September 12, 2024.

18 **1.5 “Defendants”** refer collectively to Crane Acquisition, Inc., Orkin, LLC,
19 and Rollins, Inc.

20 **1.6 “Defendants’ Counsel”** refers to Ryan D. Wheeler and Lyle Chan of
21 Fisher & Phillips LLP. For purposes of providing any notices required under this Settlement,
22 Defendants’ Counsel shall refer to: Ryan D. Wheeler and Lyle Chan, Fisher & Phillips LLP, 2050
23 Main Street, Suite 1000, Irvine, CA 92614.

24 **1.7 “Effective Date”** refers to the date on which the Court grants approval of
25 this Settlement.

26 **1.8 “Eligible Pay Periods”** refers to all pay periods in which a PAGA
27 Settlement Member was employed by Defendants during the PAGA Period. Based on data that
28

Defendants produced in the Action, there are 159,818 Eligible Pay Periods estimated through January 10, 2025. The number of Eligible Pay Periods may be increased pursuant to Paragraph 3.2.3 below.

1.9 “Gross Settlement Amount” refers to the \$2,900,000 that Defendants have agreed to pay to settle the Action, subject to the escalator provision in Section 3.2.3 below. This sum shall include all Individual Settlement Payments made to PAGA Settlement Members, Settlement Administration Costs, the Service Awards, the LWDA Payment, and Attorneys’ Fees and Costs, as set forth below. No portion of the Gross Settlement Amount shall revert to Defendants.

1.10 “Individual Settlement Payment” refers to the amount calculated by the Settlement Administrator to be distributed to each individual PAGA Settlement Member.

1.11 “Judgment” refers to the final judgment by the Court after approval of the Settlement.

1.12 “LWDA” refers to the California Labor & Workforce Development Agency.

1.13 “LWDA Payment” refers to the seventy-five percent (75%) of the Net Settlement Amount that constitutes the LWDA’s share of the settlement of civil penalties paid under this Settlement pursuant to the PAGA.

1.14 “Service Award” refers to any payment that the Court awards to Plaintiffs for their efforts in prosecuting the Action on behalf of the PAGA Settlement Members.

1.15 “Net Settlement Amount” refers to the Gross Settlement Amount minus the Settlement Administration Costs, Attorneys’ Fees and Costs, and the Service Awards. The Net Settlement Amount shall include all Individual Settlement Payments due to PAGA Settlement Members and the LWDA Payment.

1.16 “PAGA Distribution Fund” refers to the twenty-five percent (25%) of the Net Settlement Amount that will be distributed to PAGA Settlement Members.

1 **1.17 “PAGA Period”** refers to the period from July 30, 2020 through the
2 Effective Date. If for any reason the Court does not approve the PAGA Settlement on or before
3 the scheduled January 10, 2025 approval date, the Parties agree that the PAGA period will in any
4 event end no later than January 10, 2025.

5 **1.18 “PAGA Settlement Members”** refers to the current and former employees
6 of Defendants who worked in California during the PAGA Period and whose names were
7 included in the data produced by Defendants in the Action. Based on that data, there are 3,332
8 PAGA Settlement Members. The number of PAGA Settlement Members may be increased
9 pursuant to Paragraph 3.2.3 below.

10 **1.19 “Parties”** refers to Plaintiffs and Defendants.

11 **1.20 “Plaintiffs”** refers to Ismael Viera and Eric Davila.

12 **1.21 “Plaintiffs’ Counsel”** refers to Olivier & Schreiber LLP and Rissell Law,
13 APC. For purposes of providing any notices required under this Settlement, Plaintiffs’ Counsel
14 shall refer to Rachel Bien, Olivier & Schreiber LLP, 595 East Colorado Blvd., Suite 418,
15 Pasadena, CA 91101, and Melody Rissell Leonard, Rissell Law, APC, Spear St., Suite 1100, San
16 Francisco, California 94105.

17 **1.22 “Released PAGA Claims”** refers to those claims defined in Paragraph 5.1
18 of this Settlement. The Released PAGA Claims shall apply to all PAGA Settlement Members.

19 **1.23 “Released Parties”** refers to Defendants and each of their parent
20 companies, subsidiaries, affiliates, current and former management companies, shareholders,
21 members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys
22 and any past, present or future officers, directors and employees) predecessors, successors, and
23 assigns.

24 **1.24 “Settlement”** refers to the terms of this Agreement.

25 **1.25 “Settlement Administrator”** refers to the third-party administrator whom
26 the Parties mutually select, subject to Court approval, to perform the settlement administration
27 and distribution of payment functions further described in this Settlement. The Settlement
28

1 Administrator shall establish its own employer identification number and file an Internal Revenue
2 Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a
3 Qualified Settlement Fund (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1.

4 **2. PROCEDURAL HISTORY AND RECITALS**

5 **2.1** On July 30, 2021, Plaintiff Ismael Viera submitted a letter to the LWDA
6 alleging that Defendants had engaged in various violations of the California Labor Code. On
7 April 10, 2024, Plaintiff filed an amended notice that included Eric Davila and alleged the same
8 violations. On January 27, 2022, Plaintiff Viera filed the Action. Viera filed a First Amended
9 Complaint, adding Davila as a second named Plaintiff, on September 12, 2024.

10 **2.2** The Parties engaged in extensive discovery and motion practice before
11 resolving the Action on the first day of trial. Plaintiffs took the depositions of five of Defendants’
12 employees, including four corporate representatives, and Defendants took the deposition of
13 Plaintiff Viera. Plaintiffs engaged an expert who analyzed Defendants’ employee records and
14 determined Defendants’ penalty exposure. Plaintiffs moved for summary adjudication, which
15 was granted in part on February 21, 2024 with respect to Plaintiff Viera’s claim under Labor
16 Code § 432.5 against Defendant Crane Acquisition, Inc.

17 **2.3** The Parties attended a mediation with the Honorable Jeffrey K. Winikow
18 (Ret.) on March 28, 2024, and a settlement conference with Martin F. Triano on October 10,
19 2024. These settlement negotiations were unsuccessful, but the parties continued to negotiate
20 directly in the months before trial.

21 **2.4** The Parties prepared for trial, which was set to begin on October 21, 2024
22 before the Honorable Mary E. Wiss. The Parties filed and responded to motions *in limine*,
23 prepared trial witnesses and trial witness examinations, and filed trial briefs with the Court.

24 **2.5** Based on Plaintiffs’ Counsel’s thorough investigation and evaluation of the
25 claims, Plaintiffs’ Counsel believes that the terms set forth in this Settlement are fair, reasonable,
26 adequate, and in the best interest of the State and of the PAGA Settlement Members. Plaintiffs’
27 Counsel diligently and effectively investigated and litigated the claims, as discussed above, and
28

1 thus appreciates the risks Plaintiffs faced at trial and on appeal, as well as the benefits of the
2 Settlement.

3 **2.6** Defendants deny that they are liable for civil penalties as alleged in the
4 Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever,
5 Defendants have agreed to settle the Action to avoid the burden, expense, and uncertainty of
6 continuing the Action. Any stipulations or statements by Defendants contained in this Settlement
7 are made for settlement purposes only.

8 **2.7** It is the desire of the Parties to fully settle the claims that were asserted in
9 the Action.

10 **2.8** The Parties agree to cooperate and to take all steps necessary and
11 appropriate to effectuate all aspects of this Settlement.

12 **3. SETTLEMENT ADMINISTRATOR**

13 **3.1 Settlement Administrator.** The Parties will request that the Court appoint
14 Strategic Claims Services (“SCS”), based in Media, Pennsylvania, as the Settlement
15 Administrator. All disputes relating to the Settlement Administrator’s performance of its duties,
16 after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if
17 necessary, which will have continuing jurisdiction over this Settlement until all payments and
18 obligations contemplated by this Settlement have been fully completed.

19 **3.2 Data for Settlement Administrator.**

20 **3.2.1** Plaintiffs’ Counsel will prepare and provide to Defendants’ Counsel
21 a list of PAGA Settlement Members, based on the data that Defendants produced in the Action,
22 that contains: (1) the name of each PAGA Settlement Member; (2) the number of Eligible Pay
23 Periods for each PAGA Settlement Member; and (3) whether Defendants paid the PAGA
24 Settlement Member their final wages on a pay card.

25 **3.2.2** Upon receipt of the list from Plaintiffs’ Counsel, Defendants will
26 insert into the list and provide to Plaintiffs’ Counsel no later than December 20, 2024: (1) any
27 changes to the PAGA Settlement Members’ dates of work for the PAGA Settlement Members
28

1 on the list; and (2) the names of any additional PAGA Settlement Members, their dates of work,
2 and whether Defendants paid them their final wages on a pay card. Defendants will prepare a
3 similar list for submission directly to the Settlement Administrator which will additionally
4 contain all PAGA Settlement Members' last known address(es), telephone number(s), and Social
5 Security Numbers.

6 **3.2.3** If the number of PAGA Settlement Members that Defendants add
7 to the list increases the total number of Eligible Pay Periods by more than 10%, Defendants will
8 need to choose whether to increase the Gross Settlement Amount on a proportional basis (i.e., if
9 there was a 15% increase in pay periods, Defendants would increase the Gross Settlement
10 Amount by an additional 5%) or have the PAGA Period end on the date when the 10% is reached.

11 **3.2.4** Plaintiffs' Counsel will review the list provided by Defendants,
12 determine the number of Eligible Pay Periods for any additional PAGA Settlement Members
13 provided by Defendants, and submit the list to the Settlement Administrator to calculate each
14 PAGA Settlement Member's Individual Settlement Amount and perform all other settlement
15 administration duties. The list of PAGA Settlement Members described herein shall be referred
16 to hereafter as "PAGA Member Data."

17 **3.3 Confidentiality of PAGA Member Data.** Defendants are providing the
18 PAGA Member Data confidentially, and the Settlement Administrator shall treat the PAGA
19 Member Data as private and confidential and take all necessary precautions to maintain the
20 confidentiality of the PAGA Member Data. The Settlement Administrator is to use this
21 information only to carry out the Settlement Administrator's duties as specified in this Settlement.

22 **3.4 Settlement Administrator's Duties.** The Settlement Administrator will
23 perform the calculations set forth in Paragraph 4.6, make the payments as set forth in Paragraphs
24 4.7-4.8, and perform all other duties necessary to effectuate the administration of the Settlement
25 as provided in this Agreement. The Settlement Administrator will periodically provide reports to
26 the Parties updating them on the status of its administration duties. If requested by the Court, the
27
28

1 Settlement Administrator will prepare, and submit to the Parties, a signed declaration suitable for
2 filing in Court attesting to its disbursement of all payments required under this Agreement.

3 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

4 **4.1 Gross Settlement Amount.** Defendants agree to pay \$2,900,000 plus any
5 additional amount pursuant to Paragraph 3.2.3 above as the Gross Settlement Amount.
6 Defendants will cause the Gross Settlement Amount to be paid into the Qualified Settlement Fund
7 established by the Settlement Administrator no later than 30 days after the Effective Date.

8 **4.2 Attorneys' Fees and Costs.** Plaintiffs' Counsel intends to request that the
9 Court approve an award for: (a) attorneys' fees in the amount up to 35% of the Gross Settlement
10 Amount; and (b) costs and expenses incurred in the Action, which are anticipated to be no more
11 than \$150,000 (collectively referred to as "Attorneys' Fees and Costs").

12 **4.3 Service Awards Payments.** Plaintiffs' Counsel intends to request, and
13 Defendants will not oppose, that the Court award Service Awards to Plaintiff Viera in the amount
14 of \$20,000, and to Plaintiff Davila in the amount of \$10,000, to be drawn from the Gross
15 Settlement Amount, for their service in bringing the Action on behalf of the State and the PAGA
16 Settlement Members. The Service Awards shall be reported for each Plaintiff by the Settlement
17 Administrator on an IRS 1099-MISC basis. To the extent that the Court approves less than the
18 amount of the Service Awards that Plaintiffs' Counsel requests, the difference will be included in
19 the Net Settlement Amount.

20 **4.4 Settlement Administration Costs.** Plaintiffs' Counsel intends to request
21 that the Court approve the costs of settlement administration currently estimated not to exceed
22 \$15,000 ("Settlement Administration Costs"). The Settlement Administration Costs approved by
23 the Court will be paid from the Gross Settlement Amount. Any amount of Settlement
24 Administration Costs requested by Plaintiffs' Counsel but unapproved by the Court shall be
25 allocated to the Net Settlement Amount. Upon completion of administration of the Settlement set
26 forth in this Agreement, the Settlement Administrator shall provide written certification of such
27 completion to Plaintiffs' Counsel and Defendants' Counsel.
28

1 **4.5 LWDA Payment.** The Parties will seek approval from the Court for an
2 LWDA Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the
3 LWDA’s share of the settlement of civil penalties paid under this Settlement pursuant to PAGA
4 (“LWDA Payment”). The remaining twenty-five percent (25%) of the Net Settlement Amount
5 will constitute the “PAGA Distribution Fund” for distribution to PAGA Settlement Members.

6 **4.6 Allocation of PAGA Distribution Fund.** PAGA Settlement Members
7 will be eligible to receive a portion of the PAGA Distribution Fund based on their Eligible Pay
8 Periods and whether Defendants paid them their final wages on a pay card as reflected in the
9 PAGA Member Data.

10 **4.6.1** PAGA Settlement Members to whom Defendants paid their final
11 wages on a pay card will be accorded one additional Eligible Pay Period for purposes of
12 calculating their Individual Settlement Payments in recognition of the fact that they have
13 additional claims based on their receipt of wages by pay card. Defendants do not concede to any
14 liability regarding these additional claims.

15 **4.6.2** The Settlement Administrator will calculate the total number of
16 Eligible Pay Periods and determine each PAGA Settlement Member’s proportionate share of the
17 Net Settlement Amount by dividing the number of Eligible Pay Periods attributable to that PAGA
18 Settlement Member by the total number of Eligible Pay Periods multiplied by the PAGA
19 Distribution Fund.

20 **4.6.3** The Settlement Administrator shall issue a check to each PAGA
21 Settlement Member for their Individual Settlement Payment with a letter explaining the payment,
22 a copy of which is attached hereto as “Exhibit A.” Prior to mailing, the Settlement Administrator
23 will update the mailing addresses contained in the PAGA Member Data against the National
24 Change of Address Database. Individual Settlement Payments will be reported on a Form 1099
25 as “MISC” income to the extent required by law.

26 **4.7 Timing of Settlement Payments.** Within 30 days after Defendants pay
27 the Gross Settlement Amount into the Qualified Settlement Fund, the Settlement Administrator
28

1 will mail checks to PAGA Settlement Members, make the LWDA Payment to the LWDA, wire
2 Plaintiffs' Counsel their approved Attorneys' Fees and Costs, mail Plaintiffs their approved
3 Service Payments, and deduct from the Gross Settlement Amount its approved Settlement
4 Administration Costs.

5 **4.8 Undeliverable or Uncashed Checks.** Any Individual Settlement Payment
6 checks returned to the Settlement Administrator as undeliverable shall be sent within five (5)
7 calendar days via First Class U.S. Mail to any forwarding address affixed thereto. If no
8 forwarding address is provided, the Settlement Administrator shall attempt to determine the
9 correct address, and it shall then perform a re-mailing within five (5) calendar days of locating an
10 updated address. Any Individual Settlement Payment checks that remain undeliverable or
11 uncashed one hundred eighty (180) calendar days after the postmarked date of the initial mailing
12 of the Individual Settlement Payments will be cancelled and the funds associated with such
13 checks will be sent, subject to the Court's approval, to Legal Aid at Work, as a *cy pres*
14 beneficiary pursuant to Code of Civil Procedure § 384. The Settlement Administrator shall notify
15 Plaintiffs' Counsel and Defendants' Counsel of any undeliverable checks.

16 **4.9 Tax Payment Considerations.** Plaintiffs' Counsel and Defendants'
17 Counsel are not giving any tax advice in connection with the Settlement or any payments to be
18 made pursuant to the Settlement.

19 **5. RELEASE**

20 **5.1 Released Claims by LWDA and PAGA Settlement Members.** By
21 operation of the entry of the Approval Order and Judgment, subject to Defendants' full payment
22 of the Gross Settlement Amount into the QSF, and except as to such rights or claims as may be
23 created by this Settlement, Plaintiffs, on behalf of the State of California and each PAGA
24 Settlement Member, will release the Released Parties from all claims within the PAGA Period
25 arising from the allegations of the Complaint, including claims arising from the factual
26 allegations in the Complaint under Labor Code §§ 201-202, 212-213, 221, and 432.5 (the
27 "Released Claims").
28

1 **5.2 Claims Released by Plaintiffs.** In addition, by operation of the entry of the
2 Approval Order and Judgment, subject to Defendants' full payment of the Gross Settlement
3 Amount into the QSF and the Court's approval of the Service Awards requested herein, Plaintiffs
4 shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged
5 Defendants and each and all of the Released Parties of all claims, demands, rights, liabilities and
6 causes of action of every nature and description whatsoever, known or unknown, asserted or that
7 might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
8 rule or regulation arising out of, relating to, or in connection with any act or omission by or on the
9 part of any Defendants. With respect to those claims released by Plaintiffs in their individual
10 capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under
11 California Civil Code Section 1542, which provides:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
13 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
14 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
15 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
16 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
17 **OR RELEASED PARTY.**

18 Plaintiffs understand and agree that claims or facts in addition to or different from those
19 which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs
20 intention to settle fully and release all claims they may now have against the Released Parties,
21 whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general
22 release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for
23 unemployment benefits, or other claims that may not be released by law.

24 **6. SETTLEMENT APPROVAL PROCEDURE**

25 **6.1 Settlement Approval.**

26 **6.1.1** Plaintiffs shall submit to the Court a copy of the Settlement
27 Agreement by November 22, 2024 if all parties have executed it by that date, or as soon as
28 possible thereafter once all parties have executed the Agreement, and an unopposed Motion for
Approval of PAGA Settlement on or before December 6, 2024. The motion shall seek an order to

1 approve the proposed Settlement. The motion shall include the basis for the Gross Settlement
2 Amount and why the amount is reasonable in light of the facts and controlling authorities
3 pertaining to the claims alleged.

4 **6.1.2** Plaintiffs shall submit a copy of the Settlement Agreement to the
5 LWDA for review pursuant to Lab. Code § 2699(l) at the same time that it submits the
6 Agreement to the Court.

7 **6.2 Effect of Failure to Obtain Approval.** If this Settlement or a
8 substantially similar settlement mutually agreed to by the Parties is not approved, the Action shall
9 proceed as if no settlement had been attempted. Notwithstanding the forgoing, the Parties agree
10 to seek approval of the Settlement and work together to provide supplemental briefing if
11 requested by the Court.

12 **6.3 Entry of Judgment.** Upon issuance of the Approval Order, the Parties
13 shall request that the Court enter Judgment in the case.

14 **6.3.1 Effect of Failure to Obtain Judgment.** In the event the Court
15 fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or
16 reversed, the Action shall proceed as if no settlement had been attempted unless the Parties jointly
17 agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated
18 settlement.

19 **7. MISCELLANEOUS**

20 **7.1 Parties' Authority.** The signatories hereto represent that they are fully
21 authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms
22 stated herein.

23 **7.2 Entire Agreement.** This Settlement, which includes the Definitions and
24 Recitals, constitutes the entire agreement between the Parties with regard to the subject matter
25 contained herein, and all prior and contemporaneous negotiations and understandings between the
26 Parties shall be deemed merged into this Settlement.

1 **7.3 Materiality of Terms.** The Parties have arrived at this Settlement as a
2 result of arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and
3 conditions of this Settlement in the exact form set forth in this Settlement are material to this
4 Settlement and have been relied upon by the Parties in entering into this Settlement.

5 **7.4 Counterparts.** This Settlement may be executed in counterparts, and
6 when each party has signed and delivered at least one such counterpart, each counterpart shall be
7 deemed an original, and when taken together with other signed counterparts, shall constitute one
8 signed Settlement, which shall be binding upon and effective as to all Parties.

9 **7.5 Facsimile or Electronic Signatures.** The parties may submit their
10 signatures via facsimile or electronically, and such signatures shall be deemed to be original
11 signatures for purposes of this Settlement and shall be binding upon the party or parties who
12 provided the signature.

13 **7.6 Waivers and Modifications to Be in Writing.** This Settlement may be
14 amended or modified only by a written instrument signed by counsel for the Parties and approved
15 by the Court. No rights under this Settlement may be waived except in writing.

16 **7.7 Construction.** The determination of the terms and conditions of this
17 Settlement has been by mutual agreement of the Parties. Each party participated jointly in the
18 drafting of this Settlement, and the terms and conditions of this Settlement are not intended to be,
19 and shall not be, construed against any party by virtue of draftsmanship.

20 **7.7.1 Captions.** The captions or headings of the sections and paragraphs
21 of this Settlement have been inserted for convenience of reference only and shall have no effect
22 upon the construction or interpretation of any part of this Settlement.

23 **7.7.2 Invalidity of Any Provision.** Before declaring any provision of
24 this Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest
25 extent possible consistent with applicable precedents so as to render all provisions of this
26 Settlement valid and enforceable.

27
28

1 **7.8 Further Acts and Cooperation Between the Parties.** The Parties shall
2 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of
3 this Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to
4 perform such further acts and to execute and to deliver such other documents as are reasonably
5 necessary to carry out the provisions of this Settlement.

6 **7.9 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
7 implementation of this Settlement as well as any and all matters arising out of, or related to, the
8 implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of
9 the Settlement without the consent of all of the Parties. Should either party be required to enforce
10 the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and
11 costs.

12 **7.10 Governing Law.** This Settlement was made and entered into in the State
13 of California. All terms of this Settlement shall be governed by and interpreted according to the
14 laws of the State of California.

15 **SO AGREED AND STIPULATED:**

16 Dated: 11/21/2024 _____

17 By:  _____
18 Ismael Viera (Nov 21, 2024 16:08 PST)
19 **Plaintiff ISMAEL VIERA**

20 Dated: 11/21/2024 _____

21 By:  _____
22 Eric Davila (Nov 21, 2024 16:00 PST)
23 **Plaintiff ERIC DAVILA**

24 Dated: _____

25 By: _____
26 **Defendant CRANE ACQUISITION, INC.**

1 **7.8 Further Acts and Cooperation Between the Parties.** The Parties shall
2 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of
3 this Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to
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13 of California. All terms of this Settlement shall be governed by and interpreted according to the
14 laws of the State of California.

15 **SO AGREED AND STIPULATED:**

16
17 Dated: _____

By: _____
 Plaintiff ISMAEL VIERA

18
19
20 Dated: _____

By: _____
 Plaintiff ERIC DAVILA

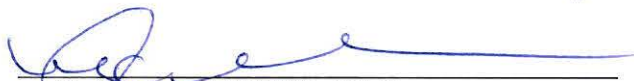
21
22
23 Dated: 11/22/2024

By: Lisa Knotte K Simpson

 Defendant CRANE ACQUISITION, INC.

1 Dated: 11/22/2024

By: Lisa Knotter Simpson

2
3 
4 Defendant ORKIN, LLC

5 Dated: 11/22/2024

By: Lisa Knotter Simpson

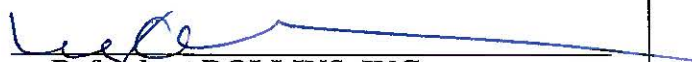
6
7 
8 Defendant ROLLINS, INC.

EXHIBIT A

DATE

Strategic Claims Services
600 N Jackson St. #205
Media, PA 19063

<<Employee Name>>
<<Employee Street Address>>
<<City, State Zip>>

Re: PAGA Settlement Payment

Dear <<Employee Name>>:

You are receiving this notice because you worked for Crane Acquisition, Inc., Orkin, LLC, and/or Rollins, Inc. (“Defendants”) at some time between July 30, 2020 and January 10, 2025 in California. This notice relates to the settlement of a representative action lawsuit against Defendants styled *Viera v. Crane Acquisition, Inc., et al.*, filed in San Francisco County Superior Court, Case No. CGC-22-597870 (the “Lawsuit”).

In the Lawsuit, the Plaintiffs seek civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law that allows employees to recover penalties on behalf of the State of California and other similarly “aggrieved” employees for violations of the California Labor Code. Here, the Plaintiffs claim that Defendants required employees to agree to unlawful non-solicitation and non-competition terms in their employment agreements and receive their final pay upon separation via a payroll debit card that subjected them to fees without first obtaining employees’ consent to this form of payment. Defendants view this settlement as a compromise, to which they have agreed in order to avoid the risks and costs associated with litigation. Defendants are not admitting to any allegations or wrongdoing in the case, and in fact expressly deny that any of their practices at issue in this lawsuit were or are unlawful.

To avoid the cost, risk, and prolonged nature of litigation, the parties have agreed to a monetary settlement that the Court approved. The parties agreed to resolve the Lawsuit with no decision or admission of who is right or wrong. The settlement will be used to cover payments to current and former employees, the State of California, attorneys’ fees, costs, administrative fees, and service payments for the Plaintiffs.

In exchange for your payment, you will release the following claims:

all claims for PAGA civil penalties alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint pertaining to Plaintiffs and the PAGA Settlement Members. This includes claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201-02, 212-13, 221, and 432.5 of the California Labor Code and related provisions of Wage Order 5-2001.

The enclosed settlement check represents your *pro rata* portion of the Court-approved PAGA settlement based on the pay periods you worked between July 30, 2020 and January 10, 2025, plus an additional pay period if you received your final pay via a debit pay card.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be cancelled and the funds will be sent to Legal Aid At Work, a non-profit organization that provides free legal services for workers.

Regardless of what you do with the settlement check, you will release the claims identified above.

If you have any questions about this notice, please contact the Settlement Administrator, Strategic Claims Services, at (866) 274-4004.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

EXHIBIT C

Monique Olivier (Cal. Bar No. 190385)
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

ISMAEL VIERA and ERIC DAVILA,
individually and on behalf of aggrieved
employees and the State of California,

Plaintiffs,

v.

CRANE ACQUISITION, INC., dba CRANE
PEST CONTROL, ROLLINS, INC., ORKIN,
LLC, and DOES 1-20, inclusive,

Defendants.

Case No.: CGC-22-597870

**DECLARATION OF PLAINTIFF ISMAEL
VIERA IN SUPPORT OF REQUEST FOR
SERVICE PAYMENT**

Date: January 10, 2025

Time: 9:30 A.M.

Dept.: 305

Hon. Mary E. Wiss

1 I, Ismael Viera, declare as follows:

2 1. I am one of the two plaintiffs in the matter *Viera et al. v. Crane Acquisition, Inc., et. al.* I
3 am over the age of eighteen. I make this declaration in support of my unopposed motion for final approval
4 of the PAGA settlement and my request for a service payment.

5 2. I have personal knowledge of each of the facts contained in this declaration and if called
6 as a witness I could and would testify competently thereto.

7 3. I was responsible for initiating this action against Crane Acquisition, Inc., Rollins, Inc.,
8 and Orkin, LLC (together, "Defendants"). I brought the issues in the case to the attention of the lawyers
9 and helped them conduct an investigation into the facts before filing a notice of claim with the Labor
10 Workforce Development Agency and then a lawsuit in Court. If I did not bring the issues to the attention
11 of the lawyers, I do not believe that anyone else would have.

12 4. These issues were very important to me and to my co-workers. For instance, I believe that
13 the non-compete term in our employment agreements prevented us from seeking other jobs in the industry
14 and using the skills and training we acquired on the job to get better jobs. I believe that many of my co-
15 workers were too scared to speak up against this because of fear of losing their jobs.

16 5. I also believe that the pay cards that Defendants used to pay us our final wages caused me
17 and my co-workers harm. They prevented me from getting all the wages that I was due because I incurred
18 fees when I tried to withdraw my wages. I also believe this issue was an important one to raise and that
19 if I did not raise it, no one else would have.

20 6. For most of this case, I was the primary plaintiff who helped the attorneys with the
21 litigation. I fully participated in discovery by searching for and producing documents in my possession.
22 I also spent time preparing for my deposition with the attorneys and sat for my deposition for a full day.
23 I took off time from work to participate in these efforts. I estimate that I spent approximately 20-25 hours
24 participating in this discovery.

25 7. Over the course of this case, I also regularly communicated with my attorneys to discuss
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27
28

1 the facts of the case, the issues and defenses raised by Defendants, and my role as the Plaintiff and the
2 PAGA representative. I believe that I spent approximately 10 hours responding to factual inquiries and
3 answering questions from my attorneys related to the lawsuit.

4 8. During the mediation and settlement conference, and in the course of our direct settlement
5 negotiations with Defendants, I made myself available to my attorneys to provide input on any settlement
6 terms and to answer any factual questions that arose during the mediation. While it is difficult for me to
7 estimate how much time I devoted to this, my best estimate would be that I spent at least 5 hours
8 responding to inquiries relating to settlement discussions.

9 9. I also spent a significant amount of time preparing for trial. This involved meeting with
10 my attorneys approximately five times, in person and remotely, to prepare for my direct and cross-
11 examinations. When I met with the attorneys in person, I traveled to their offices which took me
12 approximately an hour each way. These preparation sessions took approximately 3 hours each. I estimate
13 that I spent at least approximately 20 hours participating in trial preparation.

14 10. I also made myself available to be at the trial which began on October 21, 2024. I made
15 arrangements to take off that full week from work and from my childcare responsibilities. I have four
16 children and two stepchildren that I support financially and care for with my partner. Although the case
17 ended up settling on the first day of trial, I was prepared to be there for the entire time. During the
18 settlement negotiations at the courthouse, I provided input on the proposed settlement.

19 11. I understood that as a named Plaintiff, my name would be included in public documents
20 filed with the Court. I was concerned that this would impact my ability to get a job because I filed a
21 lawsuit against my former employer. Despite this fear, I still decided to pursue the case because it was
22 the right thing to do.

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1 12. I understand that, due to this lawsuit, Defendants have made changes to their non-compete
2 and non-solicit terms in their employment agreements. I believe that my efforts and the efforts of my
3 attorneys are responsible for causing them to change their policies.

4 I declare under penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct.

6 Executed on 12/04/2024, in Richmond, California.

7
8
9 
Ismael Viera (Dec 4, 2024 21:09 PST)

Ismael Viera

EXHIBIT D

Monique Olivier (Cal. Bar No. 190385)
monique@os-legal.com
Christian Schreiber (Cal. Bar No. 245597)
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Facsimile: (415) 874-7292

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

ISMAEL VIERA and ERIC DAVILA,
individually and on behalf of aggrieved
employees and the State of California,
Plaintiffs,

v.

CRANE ACQUISITION, INC., dba CRANE
PEST CONTROL, ROLLINS, INC., ORKIN,
LLC, and DOES 1-20, inclusive,

Defendants.

Case No.: CGC-22-597870

**DECLARATION OF PLAINTIFF ERIC
DAVILA IN SUPPORT OF REQUEST
FOR SERVICE PAYMENT**

Date: January 10, 2025

Time: 9:30 A.M.

Dept.: 305

Hon. Mary E. Wiss

1 I, Eric Davila, declare as follows:

2 1. I am one of the two plaintiffs in the matter *Viera et al. v. Crane Acquisition, Inc., et. al.*
3 and I am over the age of eighteen. I make this declaration in support of Plaintiffs' unopposed motion for
4 approval of the PAGA settlement and my request for a service payment of \$10,000.

5 2. I have personal knowledge of each of the facts contained in this declaration and if called
6 as a witness I could and would testify competently thereto.

7 3. I sought to become a second named plaintiff in this lawsuit in or around early April 2024,
8 when Plaintiff Viera filed an amended PAGA notice letter that added me as a second PAGA
9 representative. I wished to join the case as a plaintiff because I understood that I could help to protect
10 the rights of employees who worked directly with Orkin, as I did. I was subjected to the same policies
11 at issue in the lawsuit and believed that we were harmed by these policies. I believe that my involvement
12 as a direct employee of Orkin ultimately helped to bring about the settlement by strengthening the case.

13 4. Prior to filing the amended PAGA notice letter and a motion to amend the complaint, I
14 assisted the attorneys to investigate my claims, prepare the amended PAGA notice letter, and review the
15 amended complaint adding facts relating to me.

16 5. I also searched my records for documents relevant to the case and was prepared to have
17 my deposition taken if the motion was granted, including taking time off from work if need be.

18 6. Although the Court initially did not allow Plaintiff Viera to amend his complaint and add
19 me as a second named plaintiff, I continued to be involved in the case as a percipient witness. In that
20 capacity, I estimate that I spent at least 15 hours meeting in person with the attorneys at their office and
21 via Zoom to prepare for the trial. I was prepared to serve as a witness and be subject to direct and cross-
22 examination at trial.

23 7. In the midst of this trial preparation, Defendants agreed to add me as a second named
24 plaintiff. I understand that the parties submitted an amended complaint to the Court that added my name
25 to the caption on September 12, 2024.

26 8. Throughout the time that I have been involved in the case, I regularly communicated with
27 the attorneys to answer their questions and provide information about my work experience with
28

1 Defendants. I estimate that I spent approximately 7 hours responding to the attorneys' calls and
2 questions.

3 9. I had to take off time from work to prepare for the trial and was prepared to take off for
4 the duration of the trial, if necessary. Although my employer was understanding, I was concerned that
5 there could be financial repercussions if my employer learned what the case was about or believed that
6 I was taking too much time off.

7 10. Being a plaintiff in the lawsuit and having my name associated with the case put me at
8 risk that future employers might retaliate against me. I took on that risk because I believed that the
9 lawsuit was important and that I was playing a role in protecting my rights and the rights of my co-
10 workers.

11 11. On the first day of the trial, I traveled to the courthouse, attended the proceedings, and
12 participated in the settlement negotiation that began after our case was assigned to Judge Wiss.

13 12. I have continued to be in touch with the attorneys and reviewed the settlement terms.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct.

16 Executed on 12 / 02 / 2024, in Redwood City, California.

17
18 

19
20 Eric Davila