



FILED

Superior Court of California
County of San Francisco

JAN 27 2025

CLERK OF THE COURT

BY: Arnellio H. Thompson
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

CRANE ACQUISITION, INC., dba CRANE
PEST CONTROL, ROLLINS, INC., ORKIN
LLC, and DOES 1-30, inclusive,

Defendants.

Case No. CGC-22-597870

JUDGMENT

Judgment is hereby entered in accordance with this Court's Order Granting Motion for Approval of Private Attorneys General Settlement. For the purposes of this Judgment, the Court hereby incorporates the Settlement Agreement by reference. ¹

The PAGA Aggrieved Employees are defined as: All persons who worked for Crane Acquisition, Inc., Orkin, LLC., and/or Rollins, Inc. between July 30, 2020 and January 10, 2025 in California.

The Gross Settlement Amount is \$2,900,000. In its Approval Order, the Court authorized the following distributions from the Gross Settlement Amount: (1) up to \$14,500 to Strategic Claims

¹ The "Settlement Agreement" refers to the PAGA Representative Action Settlement Agreement attached as Exhibit B to the Declaration of Rachel Bien filed on December 5, 2024.

1 Services for settlement administration costs; (2) \$1,366,952.54 to the California Labor and Workforce
2 Development Agency ("LWDA"); (3) \$455,650.85 to be distributed to the PAGA Aggrieved
3 Employees; (4) \$10,000 to be paid to Plaintiff Ismael Viera; (5) \$5,000 to be paid to Plaintiff Eric
4 Davila; (6) attorney fees of \$966,666.67 to be paid to counsel for Plaintiffs; and (7) reimbursement of
5 costs of \$81,2229.94 to be paid to counsel for Plaintiffs.

6 The Settlement Administrator is directed to calculate the PAGA Aggrieved Employees'
7 Individual Settlement Payments to be distributed to the PAGA Aggrieved Employees from the "PAGA
8 Distribution Fund" of \$455,650.85 and issue payments in accordance with the Settlement Agreement.

9 Settlement checks that remain uncashed 180 or more days after the issuance shall be cancelled
10 and the Settlement Administrator shall tender the residual funds to the *cy pres* beneficiary in accordance
11 with the Settlement Agreement. The Court finds the *cy pres* beneficiary, Legal Aid At Work, is
12 appropriate pursuant to Code of Civil Procedure section 384 subd. (b).

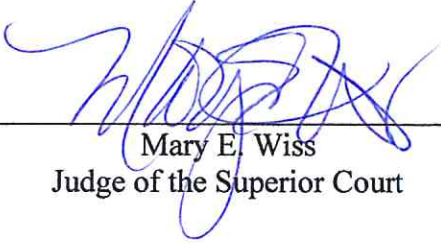
13 All of the Released Claims are deemed adjudicated and extinguished with prejudice as to the
14 PAGA Representatives, all of the other Aggrieved Employees, and the State of California. The LWDA
15 and all Aggrieved Employees are hereby permanently enjoined from pursuing, or seeking to reopen,
16 any Released Claims against any related parties.

17 The Court shall retain exclusive and continuing jurisdiction over the above-captioned action and
18 the parties for purposes of enforcing the terms of the Settlement Agreement.

19 Plaintiffs shall submit a copy of this Judgment to the LWDA within 10 days after entry pursuant
20 to Labor Code section 2699 subd. (l)(3).

21 IT IS SO ORDERED.

22
23
24 Dated: January 27, 2025



Mary E. Wiss
Judge of the Superior Court

Ismael Viera and Eric Davila vs. Crane Acquisition, Inc. et al	CGC-22-597870
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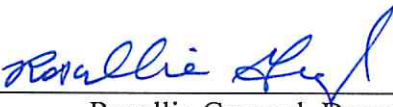
CERTIFICATE OF ELECTRONIC SERVICE
(CCP §1010.6 & CRC §2.251)

I, Rosallie Gumpal, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am over the age of 18 years, employed in the City and County of San Francisco, California and am not a party to the within action.

On January 27, 2025, I electronically served the attached **JUDGMENT** via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 27, 2025

Brandon E. Riley, Court Executive Officer

By: 

Rosallie Gumpal, Deputy Clerk