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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

SEQUOIA VALERY, DEVOSHA JOHNSON, individually, and on behalf of other members of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

TURNER SECURITY SYSTEMS, INC., a California corporation; JOHN A. TURNER, individually; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21CECG03231

Honorable Jeffrey Y. Hamilton
Department 503

DECLARATION OF JACOB KARCZEWSKI IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS

[Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement and Release, Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs; Declarations of Plaintiffs (Sequoia Valery and Devosha Johnson); and [Proposed] Order and Judgment filed concurrently herewith]

Hearing Date:	May 23, 2024
Hearing Time:	3:30 p.m.
Department:	503
Complaint Filed:	October 29, 2021
Trial Date:	None Set

DECLARATION OF JACOB KARCZEWSKI

I, Jacob Karczewski**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Sequoia Valery and Devosha Johnson ("Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of employment-related putative class actions in both state and federal courts in the State of California. Lawyers for Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers for Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth

Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County

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Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 6 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Matthew Soto is a Member of Lawyers *for* Justice, PC. He received his Bachelor of Science degree and Bachelor of Arts Degree from California State University, Los Angeles in 2020 and earned his Juris Doctor degree from Pepperdine Caruso School of Law in 2023. He was admitted to practice law in California in 2023. He is admitted to practice before all courts of the State of California and all federal district courts in the State of California. He has worked on many wage-and-hour class action and PAGA representative cases, and his work on these cases has included drafting pleadings and motions, drafting, negotiating, and finalizing stipulations and settlement agreements, and making court appearances.

6. Joanna Ghosh is the Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. Ms. Ghosh is admitted to practice in California (since 2010) and in New York (since 2013), and she is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. Ms. Ghosh has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g.,

Betancourt v. Prudential Overall Supply, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). Ms. Ghosh have significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). Ms. Ghosh also has extensive experience with class action and/or representative action settlements and have handled this process in over three hundred (300) cases. Under Edwin Aiwazian, Arby Aiwazian, Ms. Ghosh, and my supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Ms. Ghosh is a member of the California Employment Lawyers Association.

7. I am a Senior Litigation Attorney at Lawyers *for* Justice, PC. I obtained my Juris Doctor degree and graduated *cum laude* from Seattle University School of Law in 2009. While in law school, I served as a judicial extern for Honorable Judge Ronald B. Leighton, in the Western District of Washington. After graduating law school, I was admitted to, and remain active, in both the California Bar in December 2009 and the Washington Bar in September 2011. I am admitted to practice before all courts of the State of California, and I am also admitted to practice in the Northern, Central, and Eastern United States District Courts in California and in the Western District of Washington. Since being licensed to practice law from the California State Bar, my practice has almost exclusively focused on the prosecution of employment class actions and representative actions. From approximately August 2009 through May 2012, I clerked for the Honorable Judge Anthony Mohr and then Honorable judge (now Justice) John Shepard Wiley, at the Complex Civil Litigation Department in California (previously located at the Central Civil West Courthouse "CCW"). In that capacity, I managed the court's civil complex litigation calendar, which included almost exclusively complex, class action cases.

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Among many other job duties, I assisted both judges in deciding dozens of motions for class certification. From May 2012 through November 2015, I worked as an associate attorney at the Parris Law Firm. In that capacity, I successfully managed several class action attorneys and a class action litigation team. I personally directed, managed, and worked on all aspects of several dozen complex, class action cases in both state and federal courts including numerous consumer class action cases. On every one of these cases, I was the primary counsel appearing at every hearing, deposition and oral argument in both state and federal courts. I have certified numerous class action cases in state and federal courts in California. Beginning in 2015, and for several years, I worked for TrueBlue, Inc., a multi-billion dollar publicly traded company as Senior Corporate Counsel. In that capacity, I successfully directed, managed, and worked all aspects of dozens of class action cases facing the company, including several nationwide and class action lawsuits. In that capacity, I was also taking and defending depositions and appearing in courts in California and Washington to litigate on behalf of TrueBlue, Inc. I also managed all aspects of litigation during my tenure. In 2017, I started the Law Offices of Jacob Karczewski, PLLC, as its founder and principal. My office litigated nationwide, consumer class action lawsuits against Smart TV manufacturers in state and federal courts in Washington and California. From approximately 2019 through September 2012, I worked as a partner-level attorney with the Employee Justice Legal Group, P.C. and founded the firm's class action and PAGA department. In that capacity, I directed, managed, and worked on every one of the firm's cases that involved a class action or complex litigation component. I supervised, managed, and reviewed all attorney work that touched all aspects of litigation of the firm's class and complex cases. Since September 2021, I have worked as a Senior Litigation Attorney at Lawyers *for* Justice, PC exclusively handle many wage-and-hour class action and representative cases, taking the lead in taking and defending depositions, arguing motions, attending mediations, and preparing for trial. Some cases where I have successfully certified class actions and been named class counsel include but are not limited to: *Hector Banda et al. v. Verizon California, Inc.*, Los Angeles County Superior Court Case No. BC434587; *Katayoon Montazemi v. Regus Management Group*,

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LLC, Los Angeles County Superior Court Case No. BC478769; *Tara Tunforss et al. v. Allstate Ins. Company*, Los Angeles County Superior Court Case NO. BC448390; *Audrey Wilson, et al. v. Farmers Insurance Exchange*, Los Angeles County Superior Court Case No. BC371597; *Tim Campbell v. Best Buy Stores, L.P.*, Central District of California Case No. 2-12-CV-07794; and *Jack Jimenez v. Best Buy Stores, L.P.*, Central District of California Case No. 2-10-CV-8486, affirmed on appeal in *Jimenez v. Allstate Ins. Co.*, (9th Cir. 2014) 765 F.3d 1161.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

8. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of the class

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410 West Arden Avenue, Suite 203
Glendale, California 91203

and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

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Glendale, California 91203

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court entered an order granting final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On

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410 West Arden Avenue, Suite 203
Glendale, California 91203

September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the Court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

jj) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

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THE SETTLEMENT REACHED IN THE ACTION

9. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiffs Sequoia Valery and Devosha Johnson, for themselves and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendants Turner Security Systems, Inc. and John A. Turner ("Defendants"). The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT 1" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

10. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for Defendant Turner Security Systems, Inc. in the State of California during the PAGA Period. ("Aggrieved Employees"). The "PAGA Period" means the period between February 29, 2020 to July 29, 2023. Defendants has represented that there are approximately Seven Hundred (700) Aggrieved Employees who worked 35,981 Compensable Pay Periods.

11. Plaintiffs have satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Sequoia Valery that was dated August 25, 2021, ("Valery PAGA Notice") and written correspondence on behalf of Plaintiff Devosha Johnson that was dated August 25, 2021, ("Johnson PAGA Notice") (together, the "PAGA Notices"). The PAGA Notices were sent by

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Glendale, California 91203

U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the Valery PAGA Notice is attached hereto as "**EXHIBIT 2**." A true and correct copy of the Johnson PAGA Notice is attached hereto as "**EXHIBIT 3**."

12. Defendants have agreed to pay the gross amount of Five Hundred Thirty-Five Thousand Dollars and Zero Cents ($535,000.00) ("Gross Settlement Amount"), subject to possible increase under Section 8(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the Gross Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of $203,300.00 for attorneys' fees and up to $13,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiffs' Counsel"); (2) General Release Fees in the amounts of $5,000.00 each to Plaintiffs (totaling $10,000.00); and (3) Settlement Administration Costs of up to $7,000.00 to the PAGA Settlement Administrator. Plaintiffs' Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of $11,047.64, and assuming that the requested Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately $303,652.36. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $227,739.27 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be $75,913.09 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain Simpluris, Inc. ("Simpluris" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed

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Glendale, California 91203

$7,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS' COUNSEL

13. The effectiveness of Plaintiffs' Counsel, in prosecuting this case has translated into tangible monetary benefits for Plaintiffs, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals. Most significant is the recovery of civil penalties on behalf of the LWDA to increase labor law enforcement and deter employers' future illegal conduct.

14. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on May 25, 2023, conducted by Lynn Frank, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the continued assistance of the mediator, the Parties ultimately reached a resolution of the above-captioned action by accepting the mediator's proposal. In the course of mediation and settlement negotiations, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, meal break waivers wage-and-hour enforcement, arbitration agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

15. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, to prepare for trial. Plaintiffs conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review,

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Glendale, California 91203

consideration, and analysis of nearly seven thousand of pages of information, documents, and data obtained from Plaintiffs, Defendants, and other sources. Plaintiffs' Counsel propounded multiple sets of formal written discovery requests onto Defendants (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), Request for Admissions (Set One), and Form Interrogatories – General (Set One)), reviewed Defendants' objections and responses thereto, and served notices of depositions of Defendants' Person Most Knowledgeable designees regarding organizational structure, job duties, and wage and hour practices, along with requests for production of documents. Plaintiff's Counsel engaged in lengthy analysis of Defendant's discovery responses, and engaged in detailed meet and confer efforts over the same. The information, documents, and data that were reviewed and analyzed by Plaintiffs' Counsel included, but were not limited to: hundreds of pages of formal discovery responses, nearly seven thousand pages of documents and data produced by Defendant, Plaintiffs' employment records; a detailed sampling of Aggrieved Employees' time and pay data; multiple iterations of Defendants' Employee Handbook; Defendants' Arbitration Agreements; job descriptions; various forms, agreements, and acknowledgments (such as, Defendants' Acknowledgement of Receipt of Employee Handbook, Agreement Not to Disclose O[r] Use Trade Secrets Policy, and Waiver of Second Meal Period); and Defendants' operations and employment practices, policies, and procedures (such as, Defendants' Business Conduct and Ethics Policy, Pay Checks Policy, Timekeeping Procedures Policy, Overtime Policy, Meal and Rest Periods Policy, Business and Equipment Expense Reimbursement Policy, Attendance Policy, and Personal Appearance Policy), among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiffs' Counsel included, but was not limited to: extensive discovery efforts including reviewing ten sets of discovery responses and meeting and conferring over the same, meeting and conferring with Defendants' counsel regarding the pleadings, case management, the mediation, and settlement, among other issues; case strategy and analysis;

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410 West Arden Avenue, Suite 203
Glendale, California 91203

drafting, reviewing, and revising the pleadings, court filings, the mediation brief, settlement agreement, and settlement approval motion papers; claims evaluation and analysis and preparing for the mediation and settlement negotiations; and preparing for and appearing for court proceedings, an *ex parte* proceeding, mediation, and settlement negotiations. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, meal break waivers, arbitration agreements, wage-and-hour enforcement, Plaintiffs' claims, and Defendants' defenses, as well as facts discovered.

16. Based on investigation and information discovered, Plaintiffs' Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California Labor Code. While Plaintiffs' Counsel believes that the PAGA claim has merit and that Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs' Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, have the potential to raise individualized issues which can potentially make adjudication as to a group of employees difficult or even impossible.

17. Plaintiffs and their counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiffs would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties. Plaintiffs' core allegation is that Defendants have violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate

wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

18. From the inception of this litigation, Defendants indicated that they would aggressively litigate this case and contended that they would ultimately succeed in the action. Defendants maintained several defenses to Plaintiffs' allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse against their hourly employees, and that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

19. Importantly, Defendants also contended that the claims of Plaintiffs and other Aggrieved Employee are subject to enforceable arbitration agreements that included, *inter alia*, binding individual arbitration and representative actions and class action waiver provisions. Defendants contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employee to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. Although the Parties disagree on whether or not Defendants' agreements are enforceable and their impact, there is more uncertainty regarding the viability of PAGA claims in the judicial forum, arising from the U.S. Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. The California Supreme Court recently confirmed that PAGA representative claims are viable and can continue to be prosecuted in *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. However, the decision by the California Supreme Court in *Adolph v. Uber Technologies* suggests, and it is still possible that, trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for

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410 West Arden Avenue, Suite 203
Glendale, California 91203

PAGA purposes, issue preclusion could apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff loses standing to pursue non-individual PAGA claims. It should be noted that at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

20. Even if Defendants failed on their defenses, Plaintiffs would inevitably face other challenges in court. For example, Defendants challenged Plaintiffs' standing as aggrieved employees and denied that any of Defendants' other employees whom Plaintiffs seek to represent are aggrieved. Aside from challenges relating to standing, Defendants would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiffs. Defendants also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendants denied and continue to deny that they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. In addition, Plaintiffs' counsel acknowledges that even if this case were to go to trial, and Plaintiffs' counsel obtained a civil penalty decision that exceeds the amount agreed to under The Settlement, this Court could ultimately exercise its discretion to reduce the civil penalty amount as unjust, arbitrary, oppressive, or confiscatory. *LaFace v. Ralphs Grocery Co.*, (2022) 75 Cal.App.5th 388, 394, citing Cal. Labor Code § 2699, subd. (e)(2

21. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiffs' and Aggrieved Employees' employment with Defendants in an effort to

determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Lynn Frank, Esq., who is highly experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

22. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seeks attorneys' fees in the amount of $203,300.00, which represents approximately thirty-eight percent (38%) of the Gross Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreements entered into by and between Plaintiffs and Plaintiffs' Counsel, Plaintiffs have agreed to contingency-fees of at least thirty-eight percent (38%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the case; (3) the skill and determination that Plaintiffs' Counsel has shown; (4) the results that Plaintiffs' Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel has achieved in the case; and (6) the other cases that Plaintiffs' Counsel has turned down in order to devote its time and efforts to this case.

23. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that Plaintiffs' Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees

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410 West Arden Avenue, Suite 203
Glendale, California 91203

award is also justified under a simple lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **382.40 hours** performing tasks to obtain a recovery on behalf of Plaintiffs, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 4**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Also, separate from the hours referenced herein, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

24. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least $800 for work performed by Plaintiffs' Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $800 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of $831.38; and final approval of the class and representative action settlement in *Demetrius*

Camarillo v. Blue Diamond Growers (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of $845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFFS' COUNSEL

25. Plaintiffs' Counsel seeks reimbursement of **$11,047.64** for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 5**." It should be noted that Plaintiffs' Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($13,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of $1,952.36 will be part of the Net Settlement Amount.

GENERAL RELEASE FEES TO PLAINTIFFS

26. In recognition of their efforts and work in spearheading the litigation of this matter, as well as for their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 13(b) of the Settlement Agreement), the Settlement provides General Release Fees to Plaintiffs in the total amount of $10,000.00 to be paid out of the Gross Settlement Amount, subject to approval by the Court. The requested General Release Fees are fair and appropriate. By initiating and pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. *See Cellphone Termination Fee Cases*, (2010) 186 Cal.App.4th 1380, 1393-94 (explaining that one reason to grant incentive or enhancement awards to named representatives is to "compensate[] [them] for the expense or risk" in acting on the other employees' interests and which is sometimes "necessary to induce an individual to participate in the suit.") Plaintiffs have spent a substantial amount of time and effort discussing their employment with their counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs

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Glendale, California 91203

were available whenever their counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiffs to receive General Release Fees, in addition to the Individual Settlement Share they will receive as an Aggrieved Employee for their share of the Net Settlement Amount.

27. Plaintiffs' Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 13th day of May 2024, at Glendale, California.

Jacob Karczewski

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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Subject to approval by the Superior Court of the State of California for the County of Fresno (the "Court"), this Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Sequioa Valery ("Plaintiff Valery") and Devosha Johnson ("Plaintiff Johnson") (together, "Plaintiffs"), on behalf of themselves and as representatives of the State of California with respect to Defendant Turner Security Systems, Inc.'s employment of Plaintiffs and the Aggrieved Employees (as defined in Section 6(b) below) pursuant to the California Labor Code Private Attorneys General Act of 2004 (California Labor Code Section 2698 *et seq*.), and Defendants Turner Security Systems, Inc. and John A. Turner (together, "Defendants"), to settle the civil action entitled *Sequoia Valery, et al. v. Turner Security Systems, Inc., et al.* and designated Superior Court of the State of California for the County of Fresno case number 21CECG03231 (the "Action"). The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendants, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiffs are former employees of Defendant Turner Security Systems, Inc.. Plaintiff Valery was employed by Defendant Turner Security Systems, Inc. from approximately April 2019 to approximately April 2020 and Plaintiff Johnson was employed by Defendant Turner Security Systems, Inc. from August 2019 to April 2020.

(b) Plaintiffs contend that they suffered one or more violations of the California Labor Code and applicable Industrial Welfare Commission Wage Order(s) during their employment by Defendant Turner Security Systems, Inc. and that they are therefore "aggrieved employees" under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), under which an "aggrieved employee" may, after exhausting administrative remedies with the California Labor and Workforce Development Agency ("LWDA"), act as an agent of the State of California to bring an action to recover civil penalties from their former employer on behalf of the State of California with respect to the former employer's employment of themselves and other current or former employees, for violations for the California Labor Code and Industrial Welfare Commission Wage Orders.

(c) On August 25, 2021, pursuant to PAGA, Lawyers *for* Justice, PC ("Plaintiffs' Counsel"), submitted letters on behalf of Plaintiff Valery which was assigned LWDA Case No. LWDA-CM-842535-21 ("Valery PAGA Notice") and Plaintiff Johnson which was assigned LWDA Case No. LW-CM-842533-21 ("Johnson PAGA Notice") (together, "PAGA Notices"), to the LWDA and Defendants, to notify the LWDA and Defendants, pursuant to the PAGA of Plaintiffs' intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, premised upon various theories of liability, including Defendants' alleged failure to: use non-discretionary bonuses to calculate the correct regular rate of pay used to calculate overtime pay; provide reporting time pay; provide one day's rest in seven; pay minimum, regular, and overtime wages; provide complaint meal periods and/or pay meal period penalties in lieu of compliant meal periods; provide compliant rest periods and/or pay rest period penalties in lieu of compliant rest periods; pay wages timely upon termination of employment and associated waiting time penalties; pay wages timely during employment; maintain required payroll records; provide wage statements and/or accurate wage statements; and indemnify employees with necessary and reasonable business expenses (collectively referred to herein as the "PAGA Representative Claims").

(d) On October 29, 2021, Plaintiffs filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Complaint"), commencing a representative action under PAGA against Defendants, entitled *Sequoia Valery, et al., v. Turner Security Systems, Inc. et al*., Fresno Superior Court Case No. 21CECG03231. (i.e., the Action). The Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) Defendants deny, and continue to deny, all of the allegations in the Action and/or PAGA Notices and any contention that Defendants committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the California Labor Code.

(f) The Parties have each independently analyzed and investigated the facts and law relevant to the Action, based on information obtained from Plaintiffs, Defendants, and other sources. Through informal discovery, Plaintiffs obtained, *inter alia*, Defendant Turner Security Services, Inc.'s employment and operations policies, procedures, and practices documents implicated by the PAGA Representative Claims; a sampling of Defendant Turner Security Systems, Inc.'s timekeeping records, payroll records, and wage statements relating to aggrieved employees on whose behalf the PAGA Representative Claims are asserted in the Action; and summary and composite data pertaining to the aggrieved employees allegedly affected by the PAGA Representative Claims.

(g) After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating the Action to judgment, and after engaging in arm's-length settlement negotiations on May 25, 2023, at a mediation with mediator Lynn Frank, Esq., and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

2. **Court Approval of the Agreement.** In accordance with California Labor Code section 2699(l)(2), the Parties will present this Agreement to the Court for its review and approval. Plaintiffs' Counsel shall prepare the motion for approval of this Agreement. Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement.

3. **Delivery of Agreement to LWDA**. As required by California Labor Code section 2699(l)(2), Plaintiffs' Counsel will cause this agreement to be submitted to the LWDA prior to or at the same that that this Agreement is submitted to the Court for approval.

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4. **Effective Date**. This Settlement Agreement shall become fully effective upon the date when all of the following have occurred (such date is referred to as the "Effective Date"): (a) the Court enters an order approving this Settlement Agreement thereby resolving the Action and Released Claims in full in accordance with this Settlement Agreement and, if applicable, disposing of the Action by way of judgment (or, otherwise providing for later disposition of the action by way of dismissal) (the "Approval Order") and (b) the Approval Order becomes final, meaning the later of the time when: (i) if no appeal is filed, the sixty-first (61st) calendar day after the Court enters the Approval Order, (ii) if an appeal is filed, the date of final affirmance of the Approval Order on an appeal, the expiration of the time for, or the denial of, a petition to review the Approval Order, or if review is granted, the date of final affirmance of the Approval Order following review pursuant to that grant, (iii) if an appeal is filed, the date of final dismissal of any appeal from the Approval Order or the final dismissal of any proceeding to review the Approval Order, provided that the Approval Order is affirmed and/or not reversed in any part, or (iv) if an appeal is filed, the final resolution (or withdrawal) of any filed appeal in a way that affirms the Approval Order in a form substantially identical to the form of the Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Approval Order has expired. In this regard, it is the intention of the Parties that the Agreement shall not become effective until the Approval Order is completely final, and there is no further recourse by any person who seeks to contest the Agreement.

5. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

6. **Persons and Entities Covered by this Agreement**

(a) **The Settlement Period**. This Settlement Agreement shall cover the period from February 29, 2020 to July 29, 2023 ("PAGA Period").

(b) **The Settlement Group**. This Settlement Agreement shall pertain to all current and former hourly-paid or non-exempt employees who worked for Defendant Turner Security Systems, Inc. in the State of California during the PAGA Period. Such employees shall be collectively referred to herein as "Settlement Group" or "Aggrieved Employees." Each employee within the Settlement Group may be individually referred to herein as an "Aggrieved Employee."

7. **Settlement Administration**

(a) The Parties will retain Simpluris, Inc. or another third-party settlement administrator mutually selected by the Parties and with whom no Party has a financial interest or other relationship that could create a conflict of interest, to act as the third-party administrator with respect to this Settlement Agreement, to undertake the payment disbursement procedures and related tasks (this entity shall be referred to as "Settlement Administrator").

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. § 486B, receiving funds from Defendants and disbursing all payments required by this Settlement Agreement, handling all required state and federal tax withholding and reporting related thereto, and issuing all appropriate tax forms to

Plaintiffs, Plaintiffs' Counsel, the Aggrieved Employees, and the LWDA resulting from the settlement payments under this Agreement.

8. **Consideration**.

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of five hundred thirty-five thousand dollars ($535,000.00) (the "Gross Settlement Amount"), subject to increase as provided in Section 8(b), to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-eight percent 38% of the Gross Settlement Amount, which is two hundred three thousand three hundred dollars $203,300.00 if the Gross Settlement Amount remains $535,000.00, and reimbursement of actual litigation costs and expenses in the amount of up to thirteen thousand dollars ($13,000.00) to Plaintiffs' Counsel (collectively, the contemplated attorneys' fees and litigation costs and expenses payment is referred to as "Attorneys' Fees and Costs"). Any attorneys' fees approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiffs may have for attorneys' fees arising out of the Action through the Effective Date of this Settlement Agreement, including work not yet performed. This Agreement is not contingent upon the Court approving Attorneys' Fees and Costs in an amount equal to the maximum amount authorized by this Section. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Attorneys' Fees and Costs that is less than the amount authorized by this Section, or the amount requested by Plaintiffs' Counsel. In the event that any portion of the Attorneys' Fees and Costs authorized by this Section is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the Attorneys' Fees and Costs. Additionally, the difference between the Attorneys' Fees and Costs authorized by this Section and the attorneys' fees and costs approved by the Court shall become part of the Net Settlement Amount and distributed accordingly.

(2) General release fees in the amount of up to Five Thousand Dollars ($5,000.00) each to Plaintiffs ("General Release Fee(s)"), which Defendants will not contest. This Settlement Agreement is not contingent upon the Court approving General Release Fees to Plaintiffs in an amount equal to the maximum amount authorized by this Section. This Settlement Agreement shall remain fully effective and enforceable notwithstanding any decision by the Court to approve General Release Fees in an amount that is less than the amount authorized by this Section. In the event that any portion of the General Release Fees authorized by this Section is not approved by the Court, no more than the approved amount shall be paid to the Plaintiffs out of the Gross Settlement Amount. Additionally, the difference between the General Release Fees authorized by this Section and the General Release Fees approved by the Superior Court will become part of the Net Settlement Amount.

(3) Costs and expenses of administration of the Settlement up to the amount of seven thousand dollars ($7,000.00) ("Settlement Administration Costs") to the PAGA Settlement Administrator. This Agreement is not contingent upon the Court approving Settlement Administration Costs in an amount equal to the maximum amount authorized by this Section. This Settlement Agreement shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Settlement Administration Costs in an amount that is less

than the amount authorized by this Section. In the event that any portion of the Settlement Administration Costs authorized by this Section is not approved by the Court, no more than the approved amount shall be paid to the PAGA Settlement Administrator out of the Gross Settlement Amount. Additionally, the difference between the Settlement Administration Costs authorized by this Section and the Settlement Administration Costs approved by the Court will become part of the Net Settlement Amount.

(4) The amounts stated in Sections 8(a)(1) – 8(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to Aggrieved Employees. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) **Escalator Clause**: The Aggrieved Employees are estimated to consist of approximately 700 individuals who had approximately 35,981 Compensable Pay Periods (defined in Section 12(b) below) as of May 25, 2023. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 35,981, the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Compensable Pay Periods of the Aggrieved Employees during the PAGA Period exceeding 10%, or 39,579 Compensable Pay Periods (e.g., if the number of Compensable Pay Periods increases by 11%, then the Gross Settlement Amount shall increase by 1%).

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 8(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

9. **Court Approval is Required**. Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 8(a) above, except for Plaintiffs' execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

10. **Funding and Disbursement of Settlement Funds**.

(a) Subject to Section 9 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 8(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) the Court has entered the Approval Order; and (iii) the Effective Date has occurred. Defendants shall remit the Gross Settlement Amount within twenty-one (21) business days of the Effective Date. Payments shall be disbursed to payees in accordance with Section 12 below, no later than fourteen (14) business days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount.

(b) Upon complete distribution of the Gross Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Gross Settlement Amount.

11. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 8(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Bradley, Gmelich, and Wellerstein, LLP ("Defendants' Counsel") for review; Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

12. **Distribution of Payments from the Gross Settlement Amount**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 8(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within the deadline set forth in Section 10(a) above. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of actual paychecks that they were issued by Defendant Turner Security Systems, Inc. during the PAGA Period ("Compensable Pay Period(s)"). Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay

Periods of said Aggrieved Employee by the total aggregate number of Compensable Pay Periods of all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**", in the following manner:

(1) No later than twenty-one (21) business days after the Effective Date, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of work for Defendant Turner Security Systems, Inc. as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) business days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) business days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) business days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA

Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiffs' Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(f) No later than fourteen (14) business days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fees to Plaintiffs.

(g) Fourteen (14) business days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, and after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself.

13. **Release of Claims by Plaintiffs, Aggrieved Employees, and the State of California**.

(a) Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under the California Labor Code Private Attorneys General Act (California Labor Code section 2698 *et seq.*) ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Complaint and PAGA Notices, and including but not limited to, for failure to use non-discretionary bonuses to calculate the correct regular rate of pay used to calculate overtime pay; failure to provide reporting time pay; failure to provide one day's rest in seven; failure to pay minimum, regular, and overtime wages; failure to provide compliant meal periods and/or pay meal period penalties in lieu of compliant meal periods; failure to provide compliant rest periods and/or pay rest period penalties in lieu of compliant rest periods; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to provide compliant and accurate wage statements; failure to maintain complete and accurate payroll records; and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001 (collectively, the "Released Claims").

(b) Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs, individually and on behalf of their executors, administrators, representatives, attorneys, successors, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs have or may have as of the date the Court has entered an Approval Order. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs' employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

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

14. **<u>Governing Law and Interpretation</u>**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

15. **<u>Amendment</u>**. This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

16. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) Each Party represents and warrants that it has the right and authority to execute this Settlement Agreement.

(c) This Settlement Agreement will be binding upon, and inure to the befit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

(d) The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

(e) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(f) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(g) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Lynn Frank, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(h) If Plaintiffs or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

IT IS SO AGREED:

Electronically Signed 2023-10-04 01:59:17 UTC - 174.160.220.53
Nintex AssureSign® 0afb78de-40c7-4263-a569-b0900122c12

Date: 10/04/2023, 2023 ______________________
Sequioa Valery, Plaintiff

Electronically Signed 2023-10-04 21:59:39 UTC - 174.160.220.53
Nintex AssureSign® d9fe2c43-96c6-4355-a712-b0900122c12

Date: 10/04/2023, 2023 ______________________
Devosha Johnson, Plaintiff

TURNER SECURITY SYSTEMS, INC.

Date: ______________________, 2023 ______________________
Defendant
Name:

Title:

JOHN A. TURNER

Date: ______________________, 2023 ______________________
John A. Turner, Defendant

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

IT IS SO AGREED:

Date: ______________________, 2023 ______________________________
Sequioa Valery, Plaintiff

Date: ______________________, 2023 ______________________________
Devosha Johnson, Plaintiff

TURNER SECURITY SYSTEMS, INC.

Date: 10/5/2023, 2023

DocuSigned by:
Mr. John Turner
025A940F1CD444E...

Defendant
Name: Mr. John Turner

Title: Chief Executive Officer

JOHN A. TURNER

Date: 10/5/2023, 2023

DocuSigned by:
Mr. John Turner
025A940F1CD444E...

John A. Turner, Defendant

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APPROVED AS TO FORM:

LAWYERS *FOR* JUSTICE, PC

Date: October 24, 2023 ____________________

Arby Aiwazian
Joanna Ghosh
Attorneys for Plaintiffs Sequioa Valery and Devosha Johnson

BRADLEY, GMELICH, AND WELLERSTEIN, LLP

Date: October 3, 2023 ____________________

Jaimee K. Wellerstein
Attorneys for Defendants Turner Security Systems, Inc. and John A. Turner

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Valery, et al. v. Turner Security Systems, Inc., et al.*, Fresno Superior Court Case No. 21CECG03231

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Valery, et al. v. Turner Security Systems, Inc., et al.*, Fresno Superior Court Case No. 21CECG03231 ("Action").

The lawsuit was filed on October 29, 2021 by Sequioa Valery and Devosha Johnson (together, "Plaintiffs") against their former employer, on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to use non-discretionary bonuses to calculate the correct regular rate of pay used to calculate overtime pay; failure to provide reporting time pay; failure to provide one day's rest in seven; failure to properly pay minimum, regular, and overtime wages; failure to provide compliant meal and rest periods and/or pay penalties in lieu of compliant meal and/or rest periods; failure to pay wages during employment; failure to pay wages upon termination and waiting time penalties; failure to provide compliant wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses. Prior to filing the lawsuit, on October 29, 2021, letters were submitted to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA, on behalf of Plaintiff Valery (assigned LWDA Case No. LWDA-CM-842535-21) and on behalf of Plaintiff Johnson (assigned LWDA Case No. LW-CM-842533-21), to provide notice of Plaintiffs' intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001 (together, "PAGA Notices").

Defendants deny all of Plaintiffs' allegations and deny any wrongdoing of any kind associated with Plaintiffs' allegations.

A settlement was reached between Plaintiffs and Defendants Turner Security Systems, Inc. and John A. Turner (together, "Defendants"), and they executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement"), which is on file with the Court.

On << Date>>, the settlement was approved by the Court. A portion of the settlement funds are to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant Turner Security Systems, Inc. in the State of California during the period February 29, 2020 to July 29, 2023 ("Aggrieved Employees"). The period February 29, 2020 to July 29, 2023 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you were issued a paycheck by Defendant Turner Security Systems, Inc. during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of Effective Date and full funding of the Gross Settlement Amount (as defined in the Settlement Agreement), the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means Defendants, Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs.

> "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under the California Labor Code Private Attorneys General Act (California Labor Code section 2698 *et seq.*) ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Complaint and PAGA Notices, and including but not limited to, failure to use non-discretionary bonuses to calculate the correct regular rate of pay used to calculate overtime pay; failure to provide reporting time pay; failure to provide one day's rest in seven; for failure to pay minimum, regular, and overtime wages; failure to provide compliant meal periods and/or pay meal period penalties in lieu of compliant meal periods; failure to provide compliant rest periods and/or pay rest period penalties in lieu of compliant rest period;

failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to provide compliant and accurate wage statements; failure to maintain complete and accurate payroll records; and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001.

The enclosed check is valid for 90 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Simpluris, Inc. at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE, PC

August 25, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***TURNER SECURITY SYSTEMS, INC.; JOHN A. TURNER, AN INDIVIDUAL***

Dear Representative:

We have been retained to represent Sequoia Valery against Turner Security Systems, Inc. and John A. Turner, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Turner Security Systems") for violations of California wage-and-hour laws. Ms. Valery seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

John A. Turner is the Chief Executive Officer of Turner Security Systems. John A. Turner, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Turner Security Systems, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Valery seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Turner Security Systems employed Ms. Valery as an hourly-paid, non-exempt employee from approximately April 2019 to approximately April 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Valery may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Turner Security Systems has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 7-2001.

Turner Security Systems required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries and conducting work-related tasks.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Valery and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Valery and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Turner Security Systems required Ms. Valery and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Turner Security Systems also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Turner Security Systems failed to pay Ms. Valery and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Turner Security Systems failed to pay Ms. Valery and other aggrieved employees all wages due to them within any time period specified by

California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Turner Security Systems did not provide Ms. Valery and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Turner Security Systems were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Valery and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Valery and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Valery and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Valery and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Valery and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Turner Security Systems failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Valery and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

> The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including

> any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Turner Security Systems failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Turner Security Systems did not provide Ms. Valery and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Turner Security Systems failed to pay Ms. Valery and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Valery and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Turner Security Systems failed to pay Ms. Valery and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Valery and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Valery and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Turner Security Systems. These costs include, but are not limited to, the use of personal phones for work-related purposes, the purchasing and maintenance of shoes in compliance with the dress code, the purchasing of tools and supplies, including but not limited to scarves, gloves, cleaning supplies, and masks.

Therefore, on behalf of all aggrieved employees, Ms. Valery seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Turner Security Systems, Inc.
c/o John A. Turner
Agent for Service of Process
120 W. Shields
Fresno, CA 93705

John A. Turner
120 W. Shields
Fresno, CA 93705

EXHIBIT 3

LAWYERS FOR JUSTICE, PC

August 25, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***TURNER SECURITY SYSTEMS, INC.; JOHN A. TURNER, AN INDIVIDUAL***

Dear Representative:

We have been retained to represent Devosha Johnson against Turner Security Systems, Inc. and John A. Turner, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Turner Security Systems") for violations of California wage-and-hour laws. Ms. Johnson seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

John A. Turner is the Chief Executive Officer of Turner Security Systems. John A. Turner, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Turner Security Systems, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Johnson seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Turner Security Systems employed Ms. Johnson as an hourly-paid, non-exempt employee from approximately August 2019 to approximately April 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Johnson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Turner Security Systems has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 7-2001.

Turner Security Systems required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries and conducting work-related tasks.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Johnson and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Johnson and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Turner Security Systems required Ms. Johnson and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Turner Security Systems also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Turner Security Systems failed to pay Ms. Johnson and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Turner Security Systems failed to pay Ms. Johnson and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Turner Security Systems did not provide Ms. Johnson and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Turner Security Systems were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Johnson and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Johnson and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Johnson and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Johnson and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Johnson and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Turner Security Systems failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Johnson and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

> The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the

> employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Turner Security Systems failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Turner Security Systems did not provide Ms. Johnson and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Turner Security Systems failed to pay Ms. Johnson and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Johnson and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Turner Security Systems failed to pay Ms. Johnson and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Johnson and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Johnson and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Turner Security Systems. These costs include, but are not limited to, the use of personal phones for work-related purposes, the purchasing and maintenance of shoes in compliance with the dress code, the purchasing of tools and supplies, including but not limited to scarves, gloves, cleaning supplies, and masks.

Therefore, on behalf of all aggrieved employees, Ms. Johnson seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Edwin Aiwazian

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Turner Security Systems, Inc.
c/o John A. Turner
Agent for Service of Process
120 W. Shields
Fresno, CA 93705

John A. Turner
120 W. Shields
Fresno, CA 93705

EXHIBIT 4

SEQUOIA VALERY V. TURNER SECURITY SYSTEMS, INC.
(FRESNO SUPERIOR COURT CASE NO. 21CECG03231)
ATTORNEY TASK AND TIME CHART

TASK	**LAWYERS *for* JUSTICE, PC**
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts With a Focus on the Merits of Plaintiffs Sequoia Valery and Plaintiff Devosha Johnson (together, "Plaintiffs") Private Attorneys General Act ("PAGA") Claims on Behalf of the State of California With Respect to Plaintiffs and the Aggrieved Employees	7.70
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendants Turner Security Systems, Inc. ("Defendant Turner Security") and John A. Turner ("Defendant Turner") (together, the "Defendants") With Respect to Plaintiffs and the Aggrieved Employees	6.60
Based on the Facts Discovered During Pre-Lawsuit Investigation, Conducted Pre-Lawsuit Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, Representative PAGA Decisions in California, Arbitration Agreements, and IWC Wage Orders in California, Including all New and Relevant DLSE Materials	6.80
Investigation of Defendants, Their Services, Their Business Relationships, Their Clients and Customers, and the Industry in Which They Operate and applicable IWC Wage Order	3.70
Investigation of Defendants' Organizational, Corporate, and Executive Reporting Structure as They Related to the Employment and Management of the Aggrieved Employees	3.10

Investigation of Defendants' Executives, Officers, and Leadership With a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.90
Analysis of Competitors Within Various Relevant Geographic Areas Within Which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures With the Policies, Practices, and Procedures of Defendants' Competitors	4.10
Research and Investigation Re: Location, Departments, and/or Divisions Owned, Managed and/or Operated by Defendants in California, Including Differences Between Them (If Any) to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	3.70
Research and Investigation Re: Workforce, Staffing Models and Staffing Levels at Defendants' Location(s) at Which Aggrieved Employees Worked Throughout California	4.20
Research and Investigation Re: Defendants' Policies, Practices, and Procedures Relating to Trainings, Safety Meetings, Emergencies, Timekeeping, Schedules, Reporting Time, Meal/Rest Breaks, On-Premises Breaks, Meal and Rest Premiums, Meal Waivers, Overtime Compensation, Regular Rate, Supplies/PPE/Tools/Equipment, Dress Code, Footwear, Use of Personal Cell Phones and Data/Internet, Use of Personal Vehicles, Reimbursement of Business-Related Expenses, Arbitration Agreements	12.20
Research and Investigation Re: Various Software Programs Defendants and/or Their Clients/Customers Use to Conduct Everyday Business, e.g., Customer Relations Management, Project Management, Timekeeping, GPS, Logistics, Security, and Surveillance Systems, Including Timekeeping Software, With a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	3.00

Research and Analysis of Potential Defenses Defendants May Raise, Including Non-Compensable Off-the-Clock Work, Arbitration Agreements, Waiver, and Compliant Policies	7.10
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	4.60
Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Its Operations, and Aggrieved Employees' Work	5.70
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	2.20
Meet and Communicate With Plaintiff Sequoia Valery During the Case	26.00
Meet and Communicate With Plaintiff Devosha Johnson During the Case	28.00
Investigate, Meet, Communicate With, and/or Conduct Interviews of Aggrieved Employees and/or Percipient Witnesses, research other lawsuits against Defendant, courthouse news check.	21.20
Pleadings and Court Filings	
Research and Draft Plaintiffs' Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Claims Involved (filed on October 29, 2021), and Legal Research and Analysis of All Allegations Involved	7.30
Review Court's Notice of Case Management Conference and Assignment of Judge for All Purposes (filed on November 1, 2021)	0.10
Review and Analyze Defendant Turner Security's Answer to Plaintiffs' Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et	1.80

Seq. (filed on December 2, 2021), and Research Allegations and Affirmative Defenses in Answer	
Review Court's Minute Order Re: Case Management Conference (filed on February 16, 2022)	0.10
Review and Analyze Defendant Turner Security's Answer to Plaintiffs' Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on March 10, 2022), and Research Allegations and Affirmative Defenses in Answer	1.20
Draft Plaintiffs' Notice of Posting Jury Fees (filed on August 18, 2022)	0.30
Draft Plaintiffs' Case Management Conference Statement (filed on August 29, 2022)	1.20
Review Defendants' Case Management Conference Statement (filed on August 29, 2022)	0.60
Review Court's Minute Order Re: Case Management Conference (filed on August 30, 2022)	0.10
Review Court's Notice of Assignment of Judge for All Purposes (filed on January 26, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Case Management Conference; Proposed Order (filed on February 24, 2023)	1.40
Review Court's Order Re: Stipulation and Order Filed (filed on February 28, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulated Protective Order – Confidential Designation Only; [Proposed] Order (filed on April 5, 2023)	2.20
Review Court's Order Re: Stipulation and Order Filed (filed on April 10, 2023)	0.20
Draft Plaintiffs' Notice of Entry of Judgment or Order (filed on April 18, 2023)	0.30

Meet and Confer with Defendants' Counsel, and Draft Joint Notice of Settlement and Case Management Conference Statement (filed on June 1, 2023)	0.70
Draft Notice of Settlement (filed on June 21, 2023)	0.30
Review Court's Notice of Dismissal Hearing Pursuant to CRC, Rule 3.1385 (filed on June 26, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Response to Order to Show Cause Re Dismissal (filed on September 26, 2023)	1.10
Review Court's Minute Order Re: Case Management Conference (filed on September 27, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Case Management Conference Statement (filed on March 27, 2024)	0.90
Draft Plaintiffs' Notice of Remote Appearance (filed on April 4, 2024)	0.20
Review Court's Order Regarding Remote Appearance Granted (filed on April 10, 2024)	0.10
Review Court's Minute Order re: Dismissal hearing Minutes/Order (filed on April 11, 2024)	0.10
Appearances	
Prepare for and Telephonically Attend Ex Parte Hearing on Defendants' Ex Parte Application for Order Specially Setting Hearing Date on Motion to Compel Arbitration, Strike or Dismiss PAGA Representative Claims, and Stay Case (August 4, 2022)	0.30
Prepare for and Telephonically Attend Hearing Re: CRC 3.31385 After Settlement (April 11, 2024)	1.30

Prepare for, Travel to/from, and Attend Hearing on Plaintiffs' Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, General Release Fees, and Settlement Administration Costs (May 23, 2024) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Sequoia Valery (served on July 9, 2021)	1.90
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Devosha Johnson (served on July 12, 2021)	1.90
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Sequoia Valery (served on August 2, 2021)	3.50
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Devosha Johnson (served on August 5, 2021)	3.00
Draft Plaintiff Sequoia Valery's Form Interrogatories – General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Turner Security (served on May 12, 2022)	5.10
Draft Plaintiff Sequoia Valery's Form Interrogatories – General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Turner (served on May 12, 2022)	2.40

Draft Plaintiff Devosha Johnson’s Form Interrogatories – General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Turner Security (served on May 12, 2022)	2.40
Draft Plaintiff Devosha Johnson’s Form Interrogatories – General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Turner (served on May 12, 2022)	1.80
Draft Plaintiff Sequoia Valery’s Notice of Deposition of Person Most Knowledgeable at Defendant Turner Security and Requests for Production of Documents (Noticed for June 17, 2022; Organizational Structure, Job Duties, and Wage and Hour Practices) (served on May 12, 2022)	1.80
Review Defendant Turner’s Responses to Plaintiff Sequoia Valery’s Form Interrogatories – General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Turner Security (served on July 29, 2022)	5.60
Review Defendant Turner Security’s Responses to Plaintiff Sequoia Valery’s Form Interrogatories – General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Turner Security (served on July 29, 2022)	4.20
Review Defendant Turner’s Responses to Plaintiff Devosha Johnson’s Form Interrogatories – General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Turner Security (served on July 29, 2022)	5.50

Review Defendant Turner Security's Responses to Plaintiff Devosha Johnson's Form Interrogatories – General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Turner Security (served on July 29, 2022)	4.00
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Sequoia Valery for Penalties Under California Labor Code section 2698, *et seq*. (served on August 25, 2021)	4.70
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Devosha Johnson for Penalties Under California Labor Code section 2698, *et seq*. (served on August 25, 2021)	4.40
Meet With Defense Counsel, and Draft Correspondence to, and Respond to Correspondence from, Defendants' Counsel	15.90
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendants (including *inter alia*, TURNER000001-006237), and Other Sources Prior to the May 25, 2023 Mediation	53.80
Prepare for Mediation Session, Including Researching Merits of Claim and Allegations, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiffs' Mediation Brief, and Performing Penalties Analysis and Calculations (submitted on May 11, 2023)	25.70
Attend Mediation Session With Mediation Lynn S. Frank, Esq. (May 25, 2023; Zoom Video Conference)	8.10

Review and Analyze Mediator's Proposal (issued May 26, 2023, and Accepted on May 30, 2023)	1.30
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on October 24, 2023) and Cover Letter	9.90
Law and Motion	
Review Defendants' Notice of Motion and Motion to Compel Arbitration, Strike or Dismiss PAGA Representative Claims, and Stay Case; Memorandum of Points and Authorities, Declaration of Daniel J. Park, Declaration of Mike Moua, and [Proposed] Order Granting Defendants' Motion to Compel Arbitration, Strike or Dismiss PAGA Representative Claims, and Stay Case (filed on July 29, 2022)	3.10
Review Defendants' Notice of Application and Ex Parte Application for Order Specially Setting Hearing Date on Motion to Compel Arbitration, Strike or Dismiss PAGA Representative Claims, and Stay Case; Memorandum of Points and Authorities; Declaration of Daniel J. Park, Esq.; [Proposed] Order Granting Ex Parte Application for Order Specially Setting Hearing Date on motion to Compel Arbitration, Strike or Dismiss PAGA Representative Claims, and Stay Case (filed on August 3, 2022)	2.60
Research and Draft Declaration of Jacob Karczewski ISO Plaintiffs' Opposition to Defendants' Ex Parte Application to "Shorten Time" on Defendants' Motion to Compel Arbitration (filed on August 3, 2022)	4.40
Review Court's Minute Order re: Defendants' Ex Parte Application (filed on August 4, 2022)	0.10
Review Defendants' Notice of Motion and Motion for Order Staying Proceedings Pending Ruling on Motion to Compel Arbitration or Until Arbitration is Completed; Memorandum of Points and Authorities; Declaration of Peter H. Crossin, Esq., [Proposed] Order Granting Defendants' Motion for an Order Staying Proceedings Pending Ruling on Motion to Compel Arbitration or Until Arbitration is Completed (Filed on August 5, 2022)	3.90

Review Defendants' Notice of Corrected Hearing Date and Corrected Court Address Regarding Defendants Turner Security Systems Inc. and John A Turner's Motion To Compel Arbitration, Strike or Dismiss Paga Representative Claims, and Stay Case (filed on August 5, 2022)	0.10
Research and Draft Declaration of Jacob Karczewski ISO Plaintiffs' Opposition to Defendants' Ex Parte Application to Advance the Hearing Date on Defendants' Motion to Stay Pending Hearing on Defendants' Motion to Compel Arbitration (filed on August 8, 2022)	2.10
Draft Letter to Court Re-Submitted Exhibits for the Declaration of Jacob Karczewski ISO Plaintiffs' Opposition to Defendants' Ex Parte Application to Advance the Hearing Date on Defendants' Motion to Stay Pending Hearing on Defendants' Motion to Compel Arbitration (filed on August 9, 2022)	0.50
Research and Draft Plaintiffs' Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, General Release Fee, and Settlement Administration Costs, Declaration of Edwin Aiwazian in Support Thereof, Declaration of Jeremy Espinosa in Support Thereof, and [Proposed] Order and Judgment (filed on May 1, 2024) (Anticipated)	22.30
Total Hours:	382.4

EXHIBIT 5

LAWYERS for JUSTICE PC CASE COST DETAIL
Valery v. Turner Security Systems, Inc. (PAGA)

Date	Payee	Expense Description	Amount
7/9/2021	U.S. Postmaster	Postage	7.00
7/13/2021	U.S. Postmaster	Postage	7.00
8/25/2021	Labor & Workforce Development Agency	PAGA Filing Fee	150.00
8/25/2021	U.S. Postmaster	Postage	15.00
11/1/2021	One Legal	Attorney Service	$29.05
11/1/2021	Fresno Superior Court	Complaint Filing Fee	$435.00
11/9/2021	ProLegal	Attorney Service	$220.50
1/28/2022	Legal Document Server, Inc.	Attorney Service	$14.75
5/13/2022	General Logistics Solutions	Courier Service	$23.15
8/3/2022	CourtCall, LLC	Attorney Service	$94.00
8/4/2022	Legal Document Server, Inc.	Attorney Service	$210.50
8/8/2022	CourtCall, LLC	Attorney Service	$94.00
8/9/2022	Legal Document Server, Inc.	Attorney Service	$257.00
8/19/2022	Fresno Superior Court	Jury Fee	$150.00
8/19/2022	Legal Document Server, Inc.	Attorney Service	$25.62
9/28/2022	Legal Document Server, Inc.	Attorney Service	$15.50
2/28/2023	Fresno Superior Court	Stipulation Fee	$20.00
2/28/2023	Legal Document Server, Inc.	Attorney Service	$16.85
4/5/2023	General Logistics Systems US, Inc.	Courier Service	$52.26
4/7/2023	Fresno Superior Court	Stipulation Fee	$20.00
4/7/2023	Legal Document Server, Inc.	Attorney Service	$17.09
4/13/2023	Lynn S. Frank	Mediation Fee	$9,000.00
4/20/2023	Legal Document Server, Inc.	Attorney Service	$15.70
5/23/2023	Kyla Buenaventura	Travel Reimbursment	$23.17
6/8/2023	Legal Document Server, Inc.	Attorney Service	$15.70
6/23/2023	Legal Document Server, Inc.	Attorney Service	$15.70
9/27/2023	Legal Document Server, Inc.	Attorney Service	$15.55
4/12/2024	CourtCall, LLC	Attorney Service	$72.00
3/29/2024	Legal Document Server, Inc.	Attorney Service	$15.55
		Total:	$11,047.64