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*Attorneys for Plaintiffs*

**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 Lisa Gamoian  
Department 403

**DECLARATION OF JOANNA GHOSH IN  
SUPPORT OF PLAINTIFFS' RENEWED  
MOTION FOR APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT  
SETTLEMENT AGREEMENT AND  
RELEASE, AWARD OF ATTORNEYS'  
FEES AND COSTS, GENERAL RELEASE  
FEE, AND SETTLEMENT  
ADMINISTRATION COSTS**

Hearing Date: July 1, 2025  
Hearing Time: 3:30 p.m.  
Department: 403

Complaint Filed: October 29, 2021  
Trial Date: None Set

**DECLARATION OF JOANNA GHOSH**

I, Joanna Ghosh, 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 Sequioa Valery and Devosha Johnson (together, the “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 the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act representative actions. 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. Lawyers *for* Justice, PC has recovered, sometimes, in association with other law firms, millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian 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 sixteen (16) 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 States 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

1 mediations. He has played an integral role in preparing matters for class certification, including  
2 and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles  
3 County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles  
4 County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda  
5 County Superior Court Case No. RG13680477). Under his supervision, dozens of class action  
6 or representative action cases have resulted in settlements that have been granted court approval.  
7 He has handled over one hundred and fifty (150) mediations and worked on over two hundred  
8 and fifty (250) class action or representative action cases which have resulted in settlement.

9 5. Matthew Soto is a Member of Lawyers for Justice, PC. He received his Bachelor  
10 of Science degree and Bachelor of Arts degree from California State University, Los Angeles in  
11 2020, and earned his Juris Doctor degree from Pepperdine Caruso School of Law in 2023. He  
12 was admitted to practice law in California in 2023. He is admitted to practice before all courts  
13 of the State of California and all federal district courts in the State of California. He has worked  
14 on many wage-and-hour class action and PAGA representative cases, and his work on these  
15 cases has included drafting pleadings and motions, drafting, negotiating, and finalizing  
16 stipulations and settlement agreements, claims evaluation and analysis, and making court  
17 appearances.

18 6. I am a Managing Member of Lawyers for Justice, PC. I received a Bachelor of  
19 Arts degree from California State University, Los Angeles in 2006, a Master of Science degree  
20 from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown  
21 University Law Center in 2010. I am admitted to practice in California (since 2010) and in New  
22 York (since 2013) and I am also admitted to practice in all U.S. District Courts in California,  
23 the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. I  
24 have taken and defended dozens of depositions and successfully handled motion practice in class  
25 action cases regarding discovery (including and not limited to, regarding class contact  
26 information), class certification (both contested class certification and stipulated class  
27 certification), arbitration agreements, coordination, and intervention. I have successfully  
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1 handled briefing and oral argument on appeal and obtained notable decisions regarding Private  
2 Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g.,  
3 *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th  
4 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v.*  
5 *Superior Court* (2019) 8 Cal.5th175. I have significant experience with class actions, including  
6 and not limited to working on cases to obtain class certification through contested motion  
7 practice and working on cases in the post-certification stage (e.g., post-certification discovery,  
8 appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel  
9 in a case involving a certified class consisting of approximately 2,600 individuals). I have  
10 extensive experience with class action and/or representative action settlements, and have  
11 handled this process in over five hundred (500) cases. Under my, Edwin Aiwazian, and Arby  
12 Aiwazian's supervision, Lawyers for Justice, PC has handled the class certification and court  
13 approval process for hundreds of class action and/or representative action matters that have  
14 successfully resolved. I am a member of the California Employment Lawyers Association and,  
15 on several occasions, have been a speaker regarding topics in wage and hour law at the  
16 organization's continuing legal education events.

17 **PROCEDURAL HISTORY AND BACKGROUND REGARDING THE LAWSUIT**

18 7. Defendant Turner Security Systems, Inc. is located in Fresno, California and is a  
19 security company that provides security services such as vehicle patrols, standing security, and  
20 central fire and alarm monitoring. Plaintiffs Sequoia Valery and Devosha Johnson are former  
21 employees of Defendants.

22 8. Plaintiffs have satisfied the prerequisites under California Labor Code § 2699.3(a),  
23 including, and not limited to, providing the California Labor and Workforce Development  
24 Agency ("LWDA") and the employer with written notice of the specific provisions of the  
25 California Labor Code that are alleged to have been violated, including the facts and theories to  
26 support the alleged violations, by way of written correspondence on behalf of Plaintiff Sequoia  
27 Valery that was dated August 25, 2021 ("Valery PAGA Notice") and written correspondence  
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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 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.” Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) contained within the Settlement Agreement and accompanying motion papers are to the version of the PAGA statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to this action, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency was filed prior to June 19, 2024.

9. On October 29, 2021, Plaintiffs filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendants in the Fresno County Superior Court (“Court”), Case No. 21CECG03231 (the “Action”). Plaintiff’s core allegation is that Defendants Turner Security System, Inc. and John A. Turner (together, the “Defendants”) have engaged in conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code § 2698, et seq. (“PAGA”) by allegedly violating the California Labor Code and Industrial Welfare Commission Wage Orders, with respect to Plaintiffs and other Aggrieved Employees, by, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

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10. On December 2, 2021, Defendant Turner Security Systems, Inc. filed an Answer to the Operative Complaint. Thereafter, on March 10, 2022, Defendant John A. Turner filed an Answer to the Operative Complaint. Defendants maintained, and continue to maintain, 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, including, but not limited to, those sections for which Plaintiffs seek penalties under the PAGA.

11. On May 12, 2022, Plaintiffs propounded ten sets of written discovery requests on Defendants, including Requests for Admission (Set One), Requests for Production of Documents (Set One); Special Interrogatories (Sets One & Two), and Form Interrogatories—General (Set One). Plaintiff Valery served notices of deposition of Defendant’s persons most knowledgeable regarding dozens of topics, including but not limited to Defendants’ organizational structure, job sites, document retention, job duties, and wage and hour practices, along with requests for production of documents. In June 2022, the parties met and conferred over the Defendants’ potential motion to compel arbitration. On July 29, 2022, Defendants provided their responses and objections to Plaintiffs’ written discovery requests.

12. On July 29, 2022, Defendants filed their Motion to Compel Arbitration, Strike or Dismiss PAGA Representative Claims, and Stay Case (“Motion to Compel Arbitration”). On August 3, 2022, Defendants applied *ex parte* to shorten time to hear Defendants’ Motion to Compel Arbitration which Plaintiffs opposed. That application was denied the following day. On August 8, 2022, Defendants again stated they would apply *ex parte* to shorten time on their Motion to Compel Arbitration. Plaintiffs’ counsel had multiple calls with Defendants’ counsel in late July and early August 2022 regarding discovery, Defendants’ Motion to Compel Arbitration, and whether and how to possibly stay this case pending the California Supreme Court’s decision in *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, among other issues. Over the course of several weeks the parties transitioned to meeting and conferring about a potential mediation in lieu of further discovery and motion practice.

13. On May 25, 2023, the parties participated in a full-day mediation 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.

14. On May 13, 2024, Plaintiffs filed their Motion for Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("Original Motion for Approval"). The Original Motion for Approval was noticed for hearing on May 23, 2024. On May 23, 2024, the Court issued a Minute Order continuing Plaintiffs' Original Motion for Approval to July 9, 2024.

15. On July 8, 2024, the Court issued a Tentative Ruling which the parties did not dispute and submitted on, and which was adopted by the Court by way of a Minute Order issued on July 9, 2024 ("July 9, 2024 Minute Order"). The July 9, 2024 Minute Order denied Plaintiffs' Original Motion for Approval and provided Plaintiffs with instructions on what additional information is necessary for the Court to make a determination on the Settlement. A true and correct copy of the July 9, 2024 Minute Order is marked and attached hereto as **"EXHIBIT 4"**

#### **THE SETTLEMENT REACHED IN THE ACTION**

16. 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 Sequioa Valery and Devosha Johnson, for themselves and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and 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 A"** to the Settlement Agreement and **"EXHIBIT A"** 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 Fee,

1 and Settlement Administration Costs. The Court is respectfully requested to approve the  
2 proposed Cover Letter.

3 17. The Settlement pertains to the following allegedly aggrieved employees: all  
4 current and former hourly-paid or non-exempt employees who worked for Defendant  
5 Turner Security Systems, Inc. in the State of California during the PAGA Period (“Aggrieved  
6 Employees”). The “PAGA Period” means the period between February 29, 2020 to July 29,  
7 2023. Based on information provided by Defendants, and extrapolation therefrom, it is  
8 estimated that during the PAGA Period there are approximately 739 Aggrieved Employees who  
9 are credited with 37,960 Compensable Pay Periods.

10 18. Defendants have agreed to pay the gross amount of \$535,000.00 (“Gross  
11 Settlement Amount”), subject to possible increase under Section 8(b) of the Settlement  
12 Agreement (if the actual number of Compensable Pay Periods during the PAGA Period is more  
13 than ten percent (10%) above 35,981). The Settlement Agreement provides that the “Net  
14 Settlement Amount” will be the Gross Settlement Amount less the following amounts: (1)  
15 Attorneys’ Fees and Costs in the amount of up to \$203,300.00 for attorneys’ fees and up to  
16 \$13,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC  
17 (“Plaintiffs’ Counsel”); (2) General Release Fee in the amounts of up to \$5,000.00 each to  
18 Plaintiffs (totaling, \$10,000.00); and (3) Settlement Administration Costs of up to \$7,000.00 to  
19 the Settlement Administrator for costs and expenses of administration of the Settlement.  
20 Plaintiffs’ Counsel only seeks an award of reimbursement of litigation costs and expenses in the  
21 amount of \$11,047.64. As such, assuming that the requested Attorneys’ Fees and Costs, General  
22 Release Fee, and Settlement Administration Costs, are approved by the Court, the Net  
23 Settlement Amount is estimated to be approximately \$303,652.36. The Net Settlement Amount  
24 will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor  
25 Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA,  
26 which is estimated to be \$227,739.27 (“LWDA Payment”), and 25% of the Net Settlement  
27 Amount, which is estimated to be \$75,913.09 (“Employees’ Portion”), will be distributed to the  
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Aggrieved Employees on a *pro rata* basis, based on their Compensable Pay Periods. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$7,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court. A true and correct copy of the administration services quote provided by Simpluris is attached hereto as “**EXHIBIT 5.**”

**THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS’ COUNSEL**

19. The effectiveness of Plaintiffs’ Counsel, Lawyers for Justice, PC 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 litigation costs and expenses which would have only increased significantly had the case progressed through trial and/or appeals.

20. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal 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 aid of the mediator, the parties reached the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with additional motion practice (such as Defendants’ Motion to Compel Arbitration) and trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery

1 and/or trial and appeals, among other things. During all settlement discussions, the parties  
2 conducted their negotiations at arm's length in an adversarial position.

3 21. Prior to reaching the Settlement, the parties investigated the veracity, strength, and  
4 scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs conducted  
5 significant investigation and formal and informal discovery and exchange of information,  
6 documents, and data regarding the facts of the case, including and not limited to, the review,  
7 consideration, and analysis of thousands of pages of information, documents, and data obtained  
8 from Plaintiffs, Defendants, and other sources. Plaintiffs' Counsel propounded multiple sets of  
9 formal written discovery requests onto Defendants (specifically, Requests for Production of  
10 Documents (Set One), Special Interrogatories (Sets One and Two), Request for Admissions (Set  
11 One), and Form Interrogatories – General (Set One)), reviewed Defendants' objections and  
12 responses thereto, and served notices of depositions of Defendants' Person Most Knowledgeable  
13 designees regarding organizational structure, job sites, documentation retention, job duties, and  
14 wage and hour practices, along with requests for production of documents. The information,  
15 documents, and data that were reviewed and analyzed by Plaintiffs' Counsel included, and were  
16 not limited to, Plaintiffs' employment records; a detailed sampling of Aggrieved Employees'  
17 time and pay data; multiple iterations of Defendants' Employee Handbook; Defendants'  
18 Arbitration Agreements; job descriptions; various forms, agreements, and acknowledgments  
19 (such as, Defendants' Acknowledgement of Receipt of Employee Handbook, Agreement Not to  
20 Disclose O[r] Use Trade Secrets Policy, and Waiver of Second Meal Period); and Defendants'  
21 operations and employment practices, policies, and procedures (such as, Defendants' Business  
22 Conduct and Ethics Policy, Pay Checks Policy, Timekeeping Procedures Policy, Overtime  
23 Policy, Meal and Rest Periods Policy, Business and Equipment Expense Reimbursement Policy,  
24 Attendance Policy, and Personal Appearance Policy), among other documents. Counsel for the  
25 parties undertook significant investigation and evaluation of the PAGA claim and related  
26 allegations, including, and not limited to, calculating the potential monetary recovery under  
27 PAGA. Other work performed by Plaintiffs' Counsel included, but was not limited to: meeting  
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1 and conferring with Defendants' counsel regarding the pleadings, case management, discovery,  
2 motion practice, mediation, and settlement negotiations, among other issues; case strategy and  
3 analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related  
4 papers (e.g., with respect to Defendants' Motion to Compel Arbitration and Defendants' *Ex*  
5 *Parte* Application Shorten Time, as well as settlement approval motion papers), briefs for  
6 settlement negotiations and mediation, and the settlement agreement; propounding written  
7 discovery requests on Defendants and notices of deposition of Defendants' persons most  
8 knowledgeable designees and reviewing Defendants' objections and responses thereto; claims  
9 evaluation and analysis; preparing for and participating in settlement negotiations and the  
10 mediation; and appearing for court proceedings. Counsel for the parties have further invested  
11 time to research the applicable law, which is evolving as it relates to representative PAGA  
12 actions, off-the-clock theory, meal and rest periods, meal waivers, Industrial Welfare  
13 Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiffs'  
14 claims, and Defendants' defenses, as well as facts discovered.

15 22. Based on investigation and information discovered, Plaintiffs' Counsel believes  
16 that there is sufficient evidence to support the allegations that Defendants violated the California  
17 Labor Code. While Plaintiffs' Counsel believes that the PAGA claim has merit and that  
18 Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs'  
19 Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks  
20 to recovery.

21 23. Plaintiffs and their counsel have also considered the uncertainty and risk of the outcome  
22 of further litigation, including the difficulties and delays inherent in such litigation. ///

23 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**  
24 **OF POSSIBLE OUTCOMES**

25 24. In order for Plaintiffs to prevail on the PAGA claim, they would have to prove  
26 that Defendants engaged in the alleged California Labor Code violations and demonstrate that  
27 Defendants' conduct warrants the imposition of penalties. Furthermore, although wage-and-  
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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, may involve individualized issues and/or are not suitable for adjudication as to a group of employees.

25. 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 any of their 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.

26. Defendants also challenged Plaintiffs' standing as aggrieved employees and denied that any of their other employees, with respect to whom Plaintiffs seek civil penalties, are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at \*4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to

determine the order of proof in the interest of judicial economy”); *see also* Cal. Code Civ. Proc. § 598 (The court may “when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing of discovery for the convenience of Parties and witnesses and in the interests of justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

27. Defendants pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiffs could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

28. Further, Defendants also maintained that, in addition to their strong arguments against the underlying claims, taking the unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly established methodology for the valuation and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

29. Defendants also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or

confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendants maintained, and continue to maintain, that they had and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, *arguendo*, such violations occurred, which Defendants deny, Defendants contended that said violations would only be considered “initial violations” and thus heightened “subsequent violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Defendants argued that they would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendants contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. 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. As such, Defendants contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

30. Plaintiffs’ Counsel was also aware of case law indicating that courts have allowing PAGA claims to be resolved for \$0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against

employers than are sought. *See e.g., Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczner v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at \*41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at \*\*8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at \*\*6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not

offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

31. Importantly, Defendants also contended through their Motion to Compel Arbitration that the claims of Plaintiffs and other Aggrieved Employees are subject to enforceable arbitration agreements. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, based on the United States Supreme Court’s holding in *Viking River Cruises, Inc. v. Moriana*, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. The California Supreme Court has confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, 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 PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator’s determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at 693.

32. It is worth noting that the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment

of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

33. Plaintiffs disagree with Defendants' contentions and maintain that their PAGA claim have merit. In reaching the settlement, the parties took 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.

34. 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 (as discussed below). 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, risks, and delays to both sides that would attend further litigation especially considering Defendants' Motion to Compel Arbitration.

#### **THE VALUE OF THE PAGA CLAIM**

35. To assist the Court in its review and consideration of the settlement reached in the above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

36. Plaintiffs allege that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby have engaged in conduct giving rise

1 to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due,  
2 failing to provide compliant meal and rest periods and associated premiums, failing to timely  
3 pay wages during employment, failing to timely pay wages upon termination of employment,  
4 failing to provide compliant wage statements, failing to maintain requisite payroll records, and  
5 failing to reimburse necessary business expenses. Specifically, Plaintiffs contend that  
6 Defendants required Plaintiffs and aggrieved employees to perform work duties off-the-clock  
7 before clocking-in and after clocking-out of their scheduled shifts and during meal periods, and  
8 to remain on premises during rest periods and perform work. Based on Plaintiffs' Counsel's  
9 investigation, the key issues for the off-the-clock claims is that aggrieved employees were  
10 required to take calls from supervisors after clocking out in order to answer questions regarding  
11 any incidents that occurred during their shifts, and those aggrieved employees who were  
12 scheduled for "beat patrols" were required to wait at the office for at least an hour to receive  
13 instructions from dispatch, as they were not allowed to clock in until receiving the instructions.  
14 Based on Plaintiffs' Counsel's investigation, the key issues for the meal and rest break claims  
15 are that Defendants implemented a policy and practice whereby Defendants monitored the  
16 location of Plaintiffs and other patrolling guards in order to ensure they were continuously  
17 patrolling their assigned routes, without breaks, and experienced missed, late, short, and  
18 interrupted meal and rest breaks due to having to perform job responsibilities and tasks. While  
19 Defendants may argue that their employees signed meal break waivers, Plaintiffs believe these  
20 meal waivers were not voluntary as they were a precondition of employment and therefore not  
21 valid or enforceable. As a result, Plaintiffs contend that Defendants did not pay Plaintiffs and  
22 aggrieved employees all compensation due to them, that meal and rest periods were non-  
23 compliant, and that Defendants failed to properly pay premiums for all non-compliant meal and  
24 rest periods. Additionally, Plaintiffs allege that Defendants intentionally and willfully failed to  
25 pay Plaintiffs and aggrieved employees all wages due to them while they were employed by  
26 Defendants, within the time period permissible under California law, thereby triggering waiting-  
27 time penalties under California Labor Code section 203. Plaintiffs contend that, based on the  
28

violations described herein, the wage statements provided by Defendants and the payroll records kept by Defendants were inaccurate. Plaintiffs contend that Defendants failed to reimburse Plaintiffs and the other aggrieved employees for necessary business expenses, including, *inter alia*, for use of personal cell phones, purchase and maintenance of PPE, and purchase and maintenance of apparel and footwear complying with Defendants' dress code, for work purposes.

37. Plaintiffs' Counsel considered Defendants' arguments, including that employees signed meal waivers, were subject to arbitration agreements, that Defendants correctly paid regular and overtime wages for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiffs and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendants have a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiffs' Counsel conducted a preliminary meal analysis, and it was observed that approximately 95% of shifts analyzed were eligible for a meal period, but almost 75% of these had no apparent (i.e., recorded) violation based on recorded data related to the meal break. Plaintiffs' Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

38. Plaintiffs' Counsel considered information obtained through investigation and from Plaintiffs, Defendants, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs' Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiffs having proven all elements of the claim and entitlement to civil

penalties, despite risks associated with Defendants' arbitration agreements, demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

39. While Plaintiffs' Counsel disagreed with Defendants' arguments and factual contentions, Plaintiffs recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiffs' Counsel calculated the potential and realistic value of the PAGA claim as follows:

a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be \$3,759,050.00 (739 initial violations x \$50 + 37,221 subsequent violations x \$100). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$1,127,715.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$338,314.50), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$50,747.18).

b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be \$9,379,150.00 (739 initial violations x \$100 + 37,221 subsequent violations x \$250). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$2,813,745.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer

to \$562,479.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$84,412.35).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be \$3,759,050.00 (739 initial violations x \$50 + 37,221 subsequent violations x \$100). A discount of 70% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$1,127,715.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$281,928.75), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$42,289.31).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be \$3,759,050.00 (739 initial violations x \$50 + 37,221 subsequent violations x \$100). A discount of 70% was applied to account for the risks associated Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$1,127,715.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$225,543.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$33,831.45).

e. Failure to Timely Pay Wages During Employment and Upon Termination:

1 Plaintiffs alleged that, as a result of the above-discussed alleged conduct,  
2 Defendants failed to pay Plaintiffs and the aggrieved employees all wages due to  
3 them while they were employed by Defendants, within the time period permissible  
4 under California law. These wages included, but were not limited to, minimum,  
5 regular, and overtime wages and meal and rest break premium wages. However,  
6 arguably, violations of this provision of the California Labor Code overlap with  
7 and are already pursued as part of the allegations for the failure to pay wages and  
8 provide meal and rest periods and associated premiums (which are already  
9 discussed herein)—this aspect may cause a court to exercise discretion to not  
10 assess separate penalties or to assess significantly reduced penalties. (Cal. Lab.  
11 Code § 2699(e)(1)-(2).) Plaintiffs also alleged that Defendants failed to pay  
12 Plaintiffs and the other aggrieved employees all wages due to them upon  
13 termination, within the time period permissible under California Labor Code  
14 sections 201 and 202. For example, Plaintiffs alleged that they and other  
15 aggrieved employees are entitled to unpaid wages arising from, *inter alia*, unpaid  
16 wages and the failure to properly compensate them for all hours worked, as well  
17 as, meal and rest period premiums. The potential value of civil penalties for  
18 failure to timely pay wages upon termination of employment was estimated to be  
19 \$57,500.00 (575 violations x \$100 civil penalties). A discount of 70% was applied  
20 to account for the risks associated with Defendants’ arbitration agreements and  
21 demonstrating manageability (bringing the value of civil penalties closer to  
22 \$17,250.00), a discount of 85% was applied to account for the risks associated  
23 with succeeding on the merits and establishing liability (bringing the value of civil  
24 penalties closer to \$2,587.50), and a discount of 90% was applied to account for  
25 the risks associated with the Court exercising its discretion to reduce and/or assess  
26 lower penalties and obtaining a recovery (bringing the value of civil penalties  
27 closer to \$258.75).

- 1 f. Failure to Provide Compliant Wage Statements: The potential value of civil  
2 penalties was estimated to be \$9,379,150.00 (739 initial violations x \$100 +  
3 37,221 subsequent violations x \$250). A discount of 70% was applied to account  
4 for the risks associated with Defendants' arbitration agreements and  
5 demonstrating manageability (bringing the value of civil penalties closer to  
6 \$2,813,745.00), a discount of 85% was applied to account for the risks associated  
7 with succeeding on the merits and establishing liability (bringing the value of civil  
8 penalties closer to \$422,061.75), and a discount of 90% was applied to account  
9 for the risks associated with the Court exercising its discretion to reduce and/or  
10 assess lower penalties and obtaining a recovery (bringing the value of civil  
11 penalties closer to \$42,206.18).
- 12 g. Failure to Maintain Payroll Records: The potential value of civil penalties was  
13 estimated to be \$369,500.00 (739 aggrieved employees x \$500). A discount of  
14 70% was applied to account for the risks associated with Defendants' arbitration  
15 agreements and demonstrating manageability (bringing the value of civil penalties  
16 closer to \$110,850.00), a discount of 85% was applied to account for the risks  
17 associated with succeeding on the merits and establishing liability (bringing the  
18 value of civil penalties closer to \$16,627.50), and a discount of 90% was applied  
19 to account for the risks associated with the Court exercising its discretion to reduce  
20 and/or assess lower penalties and obtaining a recovery (bringing the value of civil  
21 penalties closer to \$1,662.75).
- 22 h. Failure to Reimburse Necessary Business Expenses: The potential value of civil  
23 penalties was estimated to be \$7,518,100.00 (739 initial violations x \$100 +  
24 37,221 subsequent violations x \$200). A discount of 70% was applied to account  
25 for the risks associated with Defendants' arbitration agreements and  
26 demonstrating manageability (bringing the value of civil penalties closer to  
27 \$2,255,430.00), a discount of 85% was applied to account for the risks associated  
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with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$338,314.50), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$33,831.45).

40. Alternate Valuations (Per Capita Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. *per capita*) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately \$37,980,550.00 and risk adjusted amount of approximately \$289,239.41, if civil penalties were assessed on a *per capita* basis instead, for example, in the amount of \$1,950 for each of 739 individuals, this would yield potential civil penalties in the amount of \$1,441,050.00, and discounting that amount of civil penalties by 90% for risks associated with Defendants' arbitration agreements, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to \$144,105.00.

41. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiffs' allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiffs' Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiffs' Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking

and/or cumulative penalties may not be allowed.

**ATTORNEYS' FEES REQUESTED BY PLAINTIFFS' COUNSEL**

42. 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. 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.

43. While not necessarily required to be demonstrated because a percentage fee 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 award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **381.80 hours** performing tasks to obtain a recovery on behalf of Plaintiffs, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 6**" 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 several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

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| <b>LAWYERS for JUSTICE, PC</b> |                                 |                                            |                                       |             |        |              |
|--------------------------------|---------------------------------|--------------------------------------------|---------------------------------------|-------------|--------|--------------|
| Attorney                       | Title                           | Bar No.                                    | Admit Year                            | Hourly Rate | Hours  | Lodestar     |
| Edwin Aiwarzian                | Managing Attorney & Shareholder | 232943                                     | 2004                                  | \$1,495     | 74.80  | \$111,826.00 |
| Arby Aiwarzian                 | Shareholder                     | 269827                                     | 2010                                  | \$1,295     | 53.40  | \$69,153.00  |
| Joanna Ghosh                   | Managing Attorney               | 272479 (CA);<br>518149 (NY)                | 2010 (CA);<br>2013 (NY)               | \$1,295     | 6.00   | \$7,770.00   |
| Elizabeth M. R-H Parker-Fawley | Senior Attorney                 | 301592                                     | 2014                                  | \$850       | 17.40  | \$14,790.00  |
| Melissa A. LeBlanc-Mansell     | Senior Attorney                 | 283080 (CA);<br>59808 (WA);<br>230652 (OR) | 2012 (CA);<br>2022 (WA);<br>2023 (OR) | \$850       | 6.40   | \$5,440.00   |
| Hagit Goltzer                  | Attorney                        | 324276                                     | 2018                                  | \$725       | 17.90  | \$12,977.50  |
| Brian J. St. John              | Attorney                        | 304112                                     | 2015                                  | \$725       | 0.30   | \$217.50     |
| Yasmin Hosseini                | Attorney                        | 326399                                     | 2019                                  | \$725       | 0.10   | \$72.50      |
| Arman Marukyan                 | Attorney                        | 327150                                     | 2019                                  | \$725       | 35.60  | \$25,810.00  |
| Melissa Rineheart              | Attorney                        | 331315                                     | 2020                                  | \$575       | 32.10  | \$18,457.50  |
| Meg Razi                       | Attorney                        | 237184                                     | 2005                                  | \$575       | 1.00   | \$575.00     |
| Matthew Richard Soto           | Attorney                        | 353499                                     | 2023                                  | \$575       | 23.00  | \$13,225.00  |
| Jacob Karczewski               | Attorney (Former)               | 268295                                     | 2009                                  | \$725       | 56.90  | \$41,252.50  |
| Kyla Buenaventura              | Attorney (former)               | 346443                                     | 2022                                  | \$575       | 50.50  | \$29,037.50  |
| Kris Khodaverdian              | Attorney (Former)               | 346288                                     | 2022                                  | \$575       | 6.40   | \$3,680.00   |
| Total Hours:                   |                                 |                                            |                                       |             | 381.80 |              |
| Total Base Lodestar:           |                                 |                                            |                                       |             |        | \$354,284.00 |

44. The billing rates for each of the attorneys listed above, who worked on this matter, are reasonable and commensurate with the individual backgrounds, training, and

experience of the attorneys, in litigating complex wage-and-hour actions, and in particular, employment class actions and representative actions.

45. The work performed in this particular case, the background of Lawyers for Justice PC, 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 per hour 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

46. The Settlement provides for reimbursement of litigation costs and expenses of up to \$13,000.00. Plaintiffs' Counsel seeks reimbursement of \$11,047.64 for litigation costs and

1 expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as “**EXHIBIT**  
2 **7.**” It should be noted that Plaintiffs’ Counsel has borne all of the risks and costs of litigation to  
3 date and will not receive any compensation until a recovery is obtained in this matter. These  
4 costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain  
5 the Settlement. The amount sought for reimbursement is less than the maximum amount  
6 (\$13,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs  
7 and expenses. The cost savings of \$1,952.36 will be part of the Net Settlement Amount.

8 **GENERAL RELEASE FEE TO PLAINTIFFS**

9 47. For their broader individual waiver and release of claims with a California Civil  
10 Code Section 1542 waiver (set forth in Section 13(b) of the Settlement Agreement), the  
11 Settlement provides General Release Fees to Plaintiffs in the amount of up to \$5,000.00 each to  
12 be paid out of the Gross Settlement Amount, subject to approval by the Court. The requested  
13 General Release Fees are fair and appropriate. It is also worth noting that Plaintiffs have  
14 undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and  
15 pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook  
16 the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial  
17 amount of time and effort discussing their employment with their counsel, gathering and  
18 producing relevant documents and information, and providing the facts and evidence necessary  
19 to attempt to prove the allegations. Plaintiffs were available whenever their counsel needed  
20 them and actively tried to obtain and provide information that would facilitate the pursuit of the  
21 PAGA claim. The LWDA has been a proponent of plaintiffs in PAGA representative actions  
22 receiving incentive awards for their work in prosecuting PAGA lawsuits because PAGA  
23 representatives bear risks in bringing such actions. Pursuant to California Evidence Code  
24 section 452, the Court is respectfully requested to take judicial notice of a brief filed by the  
25 LWDA on November 30, 2023 in *John Doe, et al., v. Google, Inc., et al.*, San Francisco County  
26 Superior Court, Case No. CGC-16-556034, wherein the LWDA advocates for the court  
27 awarding PAGA representatives with significant incentive payments, a true and correct copy of  
28

1 which is attached hereto as “**EXHIBIT 8.**” Accordingly, it is appropriate and just for Plaintiffs  
2 to each receive a General Release Fee, in addition to any individual penalties payment they will  
3 receive as aggrieved employees.

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

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

11 Executed this 6th day of June 2025, at Glendale, California.

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13 \_\_\_\_\_  
Joanna Ghosh

# **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 Sequoia 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 compliant 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. Governing Law and Interpretation.**

(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. Amendment.** 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 benefit 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:

Date: 10/04/2023, 2023

Electronically Signed 2023-10-04 01:59:17 UTC - 174.160.220.53  
Hinterx AssureSign® 0afb78de-40c7-4263-a569-b0900122c12f

Sequoia Valery, Plaintiff

Date: 10/04/2023, 2023

Electronically Signed 2023-10-04 21:59:39 UTC - 174.160.220.53  
Hinterx AssureSign® d9fa2c43-96c6-4355-a712-b0900122c12f

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 \_\_\_\_\_  
Sequoia Valery, Plaintiff

Date: \_\_\_\_\_, 2023 \_\_\_\_\_  
Devosha Johnson, Plaintiff

**TURNER SECURITY SYSTEMS, INC.**

Date: 10/5/2023, 2023 \_\_\_\_\_  
Defendant  
Name: Mr. John Turner  
Title: Chief Executive Officer

DocuSigned by:  
Mr. John Turner  
025A940E1CD444E...

**JOHN A. TURNER**

Date: 10/5/2023, 2023 \_\_\_\_\_  
John A. Turner, Defendant

DocuSigned by:  
Mr. John Turner  
025A940F1GB444E...

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**APPROVED AS TO FORM:**

**LAWYERS FOR JUSTICE, PC**

Date: October 24, 2023



Arby Aiwarzian  
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 not 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

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.

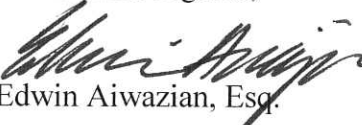
California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During 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 Aiwarzian, 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<sup>®</sup>

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."

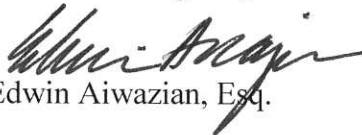
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee 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 Aiwanian, 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**

|                                                                                                 |  |                                    |
|-------------------------------------------------------------------------------------------------|--|------------------------------------|
| <b>SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO</b><br><b>Civil Department - Non-Limited</b> |  | Entered by:                        |
| <b>TITLE OF CASE:</b><br><b>Sequoia Valery vs. Turner Security Systems, Inc.</b>                |  |                                    |
| <b>LAW AND MOTION MINUTE ORDER</b>                                                              |  | Case Number:<br><b>21CECG03231</b> |

Hearing Date: **July 9, 2024**                      Hearing Type: **Motion - PAGA Settlement**  
Department: **503**                                      Judge/Temp. Judge: **Hamilton, Jr., Jeffrey Y.**  
Court Clerk: **Garcia, Sam**                      Reporter/Tape: **Not Reported**

|                                |                                |
|--------------------------------|--------------------------------|
| <b>Appearing Parties:</b>      |                                |
| Plaintiff:                     | Defendant:                     |
| Counsel: <b>No Appearances</b> | Counsel: <b>No Appearances</b> |

☐ Off Calendar

☐ Continued to ☐ Set for \_\_\_ at \_\_\_ Dept. \_\_\_ for

☐ Submitted on points and authorities with/without argument.    ☐ Matter is argued and submitted.

☐ Upon filing of points and authorities.

☐ Motion is granted    ☐ in part and denied in part.    ☐ Motion is denied ☐ with/without prejudice.

☐ Taken under advisement

☐ Demurrer    ☐ overruled ☐ sustained with \_\_\_ days to ☐ answer ☐ amend

☒ **Tentative ruling becomes the order of the court. No further order is necessary.**

☒ **Pursuant to CRC 3.1312(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.**

☒ **Service by the clerk will constitute notice of the order.**

☒ **See attached copy of the Tentative Ruling.**

☐ Judgment debtor \_\_\_ sworn and examined.

☐ Judgment debtor \_\_\_ failed to appear.  
Bench warrant issued in the amount of \$ \_\_\_

**JUDGMENT:**

☐ Money damages    ☐ Default    ☐ Other \_\_\_ entered in the amount of:  
Principal \$\_\_\_ Interest \$\_\_\_ Costs \$\_\_\_ Attorney fees \$\_\_\_ Total \$\_\_\_  
☐ Claim of exemption ☐ granted ☐ denied. Court orders withholdings modified to \$\_\_\_ per \_\_\_

**FURTHER, COURT ORDERS:**

☐ Monies held by levying officer to be ☐ released to judgment creditor. ☐ returned to judgment debtor.  
☐ \$\_\_\_ to be released to judgment creditor and balance returned to judgment debtor.  
☐ Levying Officer, County of \_\_\_, notified.    ☐ Writ to issue  
☐ Notice to be filed within 15 days.    ☐ Restitution of Premises  
☐ Other: \_\_\_

(34)

**Tentative Ruling**

Re: **Valery v. Turner Security Systems, Inc. at al.**  
Superior Court Case No. 21CECG03231

Hearing Date: July 9, 2024 (Dept. 503)

Motion: by Plaintiffs for Order Approving PAGA Settlement

**Tentative Ruling:**

To deny without prejudice.

**Explanation:**

On October 29, 2021, Sequoia Valery and Devosha Johnson filed an action against their former employer, Turner Security Systems, Inc. and its principal John A. Turner alleging violations of the Labor Code as the basis of a representative PAGA action. The parties reached a settlement of the PAGA claim for which they seek court approval.

Because an aggrieved employee's action under the [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. The act authorizes a representative action only for the purpose of seeking statutory penalties for Labor Code violations (Lab. Code, section 2699, subds. (a), (g)), and an action to recover civil penalties 'is fundamentally a law enforcement action designed to protect the public and not to benefit private parties.

(*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 381.)

A PAGA representative action is therefore a type of *qui tam* action. Traditionally, the requirements for enforcement by a citizen in a *qui tam* action have been (1) that the statute exacts a penalty; (2) that part of the penalty be paid to the informer; and (3) that, in some way, the informer be authorized to bring suit to recover the penalty. The PAGA conforms to these traditional criteria, except that a portion of the penalty goes not only to the citizen bringing the suit but to all employees affected by the Labor Code violation. The government entity on whose behalf the plaintiff files suit is always the real party in interest in the suit.

(*Id.* at 382, internal citation omitted.)

"PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549, citing Labor Code section 2699(l)(2): "The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed

settlement shall be submitted to the agency at the same time that it is submitted to the court.")

[A] trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws. (See *Williams, supra*, 3 Cal.5th at p. 546, 220 Cal.Rptr.3d 472, 398 P.3d 69 [PAGA "sought to remediate present violations and deter future ones"]; *Arias, supra*, 46 Cal.4th at p. 980, 95 Cal.Rptr.3d 588, 209 P.3d 923 [the declared purpose of PAGA was to augment state enforcement efforts to achieve maximum compliance with labor laws].)

(*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

"Thus, while PAGA does not require the trial court to act as a fiduciary for aggrieved employees, adoption of a standard of review for settlements that prevents " ' " 'fraud, collusion or unfairness' " ' " (*Dunk, supra*, 48 Cal.App.4th at pp. 1800–1801, 56 Cal.Rptr.2d 483), and protects the interests of the public and the LWDA in the enforcement of state labor laws is warranted. Because many of the factors used to evaluate class action settlements bear on a settlement's fairness—including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement."

(*Moniz, supra*, (2021) 72 Cal.App.5th 56, 77.)

Under the general provisions of the PAGA scheme, 75% of the civil penalties recovered goes to the state while the remaining amount is given to the aggrieved employees. (Lab. Code, § 2699, subd. (i).) Here, 75% of the settlement amount, *after deduction of attorney fees, costs, administration expenses and incentive payment*, is to be paid to the LWDA.

## **1. Notice to LWDA**

"An employee plaintiff suing, as here, under [PAGA], does so as the proxy or agent of the state's labor law enforcement agencies." (*Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal.App.5th 667, 674, internal quotations omitted.) For that reason, Labor Code section 2699, subdivision (l)(2) requires that any proposed settlement of a PAGA claim be submitted to the Labor Workforce Development Agency at the same time it was submitted to the court. The proof of service indicates the Settlement Agreement and moving papers were submitted to the LWDA on May 13, 2024.

## **2. Fairness of the Settlement Amount**

As mentioned above, the Court of Appeal in *Moniz v. Adecco USA, Inc.*, *supra*, 72 Cal.App.5th 56 stated that the trial court should review PAGA settlements to determine whether they are fair, adequate and reasonable. (*Moniz, supra*, at pp. 75-77.) "Because

many of the factors used to evaluate class action settlements bear on a settlement's fairness—including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement." (*Id.* at p. 77.)

"Given PAGA's purpose to protect the public interest, we also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA's purposes and policies. We therefore hold that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Ibid.*, internal citations and footnote omitted.)

*a. Strength of the Case*

The arguments presented describe the settlement as fair, adequate and reasonable, however there is neither argument or evidence presented with regard to the potential value of plaintiffs' claims to which the settlement can be compared. Absent this starting point, the discussion of the strengths and weaknesses of plaintiffs' claims and the employer's defenses lacks context.

The moving papers indicate there were signifocus on evidence demonstrating defendant's policies during the PAGA period complied with California law and the evidence that plaintiff did not experience a violation to qualify him as an aggrieved employee. Plaintiff's counsel argues the settlement takes account of the strengths and weaknesses of each side's position and the uncertainties of continuing in litigation. However, the discussion of the potential value of the case is the starting point for any discussion of whether the settlement is fair, reasonable, and adequate, and in the motion at bench this analysis is insufficient to justify a settlement in any amount.

*b. Stage of the Proceeding*

A presumption of fairness exists where the settlements is reached through arm's length mediation between adversarial parties, where there has been investigation and discovery sufficient to allow counsel and the court to act intelligently, and where counsel is experienced in similar litigation. (*Dunk v. Ford Motor Company* (1996) 48 Cal. App 4th 1794, 1802.) Here, the case settled after the parties attended mediation and ultimately accepted the mediator's proposal. (Karczewski Decl., ¶ 14.)

Counsel attests to the settlement as a product of extensive investigation of the potential value and strength of plaintiffs' claims while taking into account the legal issues related to the PAGA claim and the costs and risks of continuing litigation. (Karczewski Decl., ¶ 21.)

Regarding pre-settlement discovery, counsel attests to having engaged in extensive formal and informal discovery and independent investigation to evaluate the claims and defenses. (Karczewski Decl. ¶ 15.) Defendant produced seven thousand pages

of time and payroll data for all potential aggrieved employees which was reviewed to evaluate the plaintiffs' claims. (*Ibid.*)

The case settled after a mediation session approximately 19 months after the complaint was filed and plaintiffs' attorneys are also experienced in representative litigation such as this. This stage of the proceeding appears appropriate for settlement.

c. *Risks of Litigating Case through Trial*

The moving papers indicate plaintiffs signed arbitration agreements and their employer intended to enforce those agreements. At the time the case was filed and settled there were significant risks of a representative PAGA claim being dismissed consistent with *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639. Only after the settlement was reached did the California Supreme Court in *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, confirm a representative PAGA claim could be stayed and litigated following the arbitration of an aggrieved employee's individual claim. The state of the law created significant risks in continuing in litigation in addition to the usual risks of litigation. This factor weighs in favor of granting the motion to approve the settlement.

d. *Amount of Settlement*

The gross settlement is \$535,000, and to assess the reasonableness of this amount, the court ordinarily needs a good valuation of the total potential penalties. Here, the motion provides no analysis or evidence of the potential penalties. As a result, the court is unable to determine whether the amount of the settlement is reasonable.

e. *Experience and Views of Counsel*

Plaintiffs' counsel with the Lawyers for Justice, PC law firm are experienced in wage and hour and employment litigation including individual claims and class actions. (Karczewski Decl., ¶¶ 2-7.) Attorney Karczewski has stated that the settlement is fair, adequate and reasonable under the circumstances which weighs in favor of approving the settlement. However, without information regarding the potential value of plaintiffs' claims, counsel's opinion is without context. Counsel's opinion alone cannot support the approval of the settlement.

f. *Government Participation*

No government entity participated in the case, so this factor does not favor either approval or disapproval of the settlement.

**3. Attorney's Fees and Costs**

The settlement agreement provides that plaintiffs' counsel would get up to \$203,300 (38% of the total gross recovery) in attorney's fees, plus another costs of up to \$13,000. (Settlement Agreement, ¶ 8(a)(1).) Plaintiffs' actual costs are \$11,047.64 and actual costs are requested to be approved. (Karczewski Decl., ¶ 25, Exh. 5.)

Courts have approved awards of fees in class actions that are based on a percentage of the total common fund recovery. (*Laffitte v. Robert Half Internat.* (2016) 1 Cal.5th 480, 503.) It appears that the same reasoning would apply to PAGA settlements, which bear similarities to class actions. However, the court may also perform a lodestar calculation to double check the reasonableness of the fee request. (*Laffitte, supra*, at pp. 504-506.) Labor Code section 2699, subdivision (g)(1) states that the prevailing employee "shall be entitled to an award of reasonable attorney's fees and costs."

Records by counsel of the time actually spent on a matter are the starting point for any lodestar determination. (*Horsford v. Board of Trustees* (2005) 132 Cal. App. 4th 359, 394.)

A court assessing attorney's fees begins with a touchstone or lodestar figure, based on the 'careful compilation of the time spent and reasonable hourly compensation of each attorney . . . involved in the presentation of the case." *Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48. As our Supreme Court has repeatedly made clear, the lodestar consists of "the number of hours reasonably expended multiplied by the reasonable hourly rate. . . ." *PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095, italics added; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1134.)

Reasonable hourly compensation is the "hourly prevailing rate for private attorneys in the community conducting noncontingent litigation of the same type" (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133.)

Here, the fee request is 38% of the gross settlement, which is somewhat higher than the benchmark 25% and the average request of one-third of the gross settlement. In support of the requested fees, counsel attests to a "blended hourly rate" of \$800 and provides a chart of tasks completed in this action and the number of hours spent on those tasks reflecting a total of 382.4 hours. (*Karczewski Decl.*, ¶ 24, Exh. 4.) There is no evidence of any attorney's individual hourly rate to compare with those of counsel within the local community. There is no evidence of what tasks each attorney completed or the number of hours spent by each attorney. The evidence provided does not allow the court to calculate the lodestar in order to compare the requested percentage-based fees.

The court does not intend to approve the attorney's fees requested based on a "blended hourly rate" where it appears multiple attorneys of varying levels of skill and experience participated in the litigation. Moreover, the court does not intend to find an average hourly rate of \$800 per hour reasonable, as it exceeds the highest hourly rates this court has approved for highly experienced local counsel.

The court's approval of actual costs of \$11,047.64 is requested. The court intends to approve the request.

#### **4. Incentive Payment to Plaintiffs**

Plaintiffs Sequoia Valery and Devosha Johnson are each to be paid \$5,000 as "General Release Fees" in recognition of their work in this litigation and the broader individual waiver and release of claims each will sign. Plaintiffs argue the purpose of such an award is to incentivize aggrieved employees to step into the shoes of the LWDA and

undertake risks associated with initiating a lawsuit and serving as a representative. As authority for such a payment the parties cite to class action lawsuits alleging similar violations of the Labor Code: *Bell v. Farmers Insurance Exchange* (2004) 115 Cal. App. 4th 715, 726 and *Clark v. American Residential Services, LLC* (2009) 175 Cal. App. 4th 785, 804. The memorandum also includes a citation to a Los Angeles County Superior Court case wherein an enhancement award in a PAGA action was approved. This authority is not persuasive.

There is nothing in PAGA that specifically authorizes an additional incentive payment to the named plaintiffs. PAGA only authorizes awards of penalties to aggrieved employees based on actual violations of the Labor Code. (Labor Code § 2699(i).) It is unclear whether additional payments to named plaintiffs are proper in PAGA actions, although such payments are common in class actions. (*Rodriguez v. West Publishing Corp.* (2009) 563 F.3d 948, 958.) "Given the potential for recovery of significant civil penalties if the PAGA claims are successful, as well as attorney fees and costs, plaintiffs have ample financial incentive to pursue the remaining representative claims under the PAGA . . . ." (*Munoz v. Chipotle Mexican Grill, Inc.* (2015) 238 Cal.App.4th 291, 311.)

The court intends to deny the requested "general release fee," as it is not within the PAGA statutory scheme. To the extent the payment is based upon plaintiffs' general release of claims against their employer, although those individual claims for Labor Code violations may have value, the damages to which plaintiffs may be entitled are distinct from civil penalties recovered on behalf of the state under PAGA. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 381, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, 662; see also *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 197.) Where the payment is based upon the time and efforts put forth by plaintiffs to advance their action, based upon those hours contributed by each plaintiff, Ms. Valery is seeking compensation in the amount of approximately \$147.00 per hour and Ms. Johnson approximately \$135.00 per hour. (Valery Decl., ¶¶ 2-5; Johnson Decl., ¶¶ 2-5.) The moving papers do not provide evidence or authority to support finding this compensation reasonable in the context of a PAGA-only action.

## **5. Settlement Administration**

The parties request approval of up to \$7,000 for settlement administration costs to Simpluris, Inc. Although the amount appears reasonable, in a subsequent submission the court requests evidence to confirm the services can be performed within the allotted amount.

## **6. Scope of the Release**

... PAGA's statutory scheme and the principles of preclusion allow, or "authorize," a PAGA plaintiff to bind the state to a judgment through litigation that could extinguish PAGA claims that were not specifically listed in the PAGA notice where those claims involve the same primary right litigated. Because a PAGA plaintiff is authorized to settle a PAGA representative action with court approval (§ 2699, (l)(2)), it logically follows that he or she is authorized to bind the state to a settlement releasing claims



|                                                                                                                                                                                                                                  |                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <p align="center"><b>SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO</b><br/>         Civil Department, Central Division<br/>         1130 "O" Street<br/>         Fresno, California 93724-0002<br/>         (559) 457-2000</p> | <p align="center"><i>FOR COURT USE ONLY</i></p> |
| <p>TITLE OF CASE:<br/> <b>Sequoia Valery vs. Turner Security Systems, Inc.</b></p>                                                                                                                                               |                                                 |
| <p align="center"><b>CLERK'S CERTIFICATE OF MAILING</b></p>                                                                                                                                                                      | <p>CASE NUMBER:<br/> <b>21CECG03231</b></p>     |

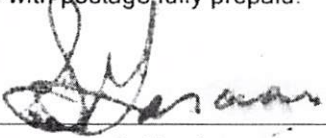
I certify that I am not a party to this cause and that a true copy of the:

**7-9-2024 MINUTE ORDER/TENTATIVE RULING**

was placed in a sealed envelope and placed for collection and mailing on the date and at the place shown below following our ordinary business practice. I am readily familiar with this court's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service with postage fully prepaid.

Place of mailing: Fresno, California 93724-0002

On Date: 07/10/2024

Clerk, by  Deputy  
**S. Garcia**

Edwin Aiwarzian  
 Lawyers for Justice, PC  
 410 W. Arden Ave., Suite 203  
 Glendale, CA 91203

Jaimee K. Wellerstein  
 Bradley, Gmelich & Wellerstein LLP  
 700 North Brand Boulevard  
 10th Floor  
 Glendale, CA 91203

☐ Clerk's Certificate of Mailing Additional Address Page Attached

# **EXHIBIT 5**



3194-C Airport Loop Drive  
Costa Mesa, CA 92626  
800-779-2104  
www.simpluris.com

Estimate Number: 20230622-PJI-02  
Estimate Date: 4/30/2025  
Estimate Expiration Date: 7/29/2025

Prepared By: Patrick Ivie  
310.995.6455  
[pivie@simpluris.com](mailto:pivie@simpluris.com)

Primary Contact  
Name: **Matthew Soto, Esq.**  
Firm: Lawyers for Justice  
Email: [matthew@calljustice.com](mailto:matthew@calljustice.com)

Additional Contact  
Attorney:  
Firm:  
Email:

**Case Name: Valery, et al. v. Turner Security Systems, Inc., et al.,-3231  
PAGA**

## Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

|                               |          |                                |           |
|-------------------------------|----------|--------------------------------|-----------|
| Anticipated Class Size:       | 750      | Undeliverable Rate:            | 10%       |
| Claims Rate:                  | n/a      | Mail Skip Trace Success Rate:  | 75%       |
| Opt-out Rate:                 | n/a      | Email Skip Trace Success Rate: | n/a       |
| Language(s) for Communication | EN       | Call Rate:                     | 3%        |
| Reminder Mailing:             | Postcard | Average Call Length:           | 4 Minutes |
| Unclaimed Funds:              | TBD      | Fund Distribution:             | Simpluris |
| State(s):                     | CA       | Number of Distributions:       | 1         |
| Length of Administration:     | 6 Months | Tax Year(s):                   | 1         |

## Case Initiation, Administration, and Completion

- Data compilation: develop case-specific response tracking
- Final audit and review; send final declaration and reporting to counsel

| Category                                 | Unit Value | # of Units | Total    |
|------------------------------------------|------------|------------|----------|
| Project Manager - 6-Month Case Lifecycle | \$125.00   | 3          | \$375.00 |
| Database Manager - Initial Data Analysis | \$140.00   | 2          | \$280.00 |
| Weekly Reporting - 6-Months              | \$100.00   | 3          | \$300.00 |
| Total:                                   |            |            | \$955.00 |

## Payment Distribution and Communications

- One-page cover letter, check, and tax documents by letter
- Postcard to those who have yet to cash their settlement checks

| Category                                        | Unit Value | # of Units | Total      |
|-------------------------------------------------|------------|------------|------------|
| Payment Packet                                  | \$1.00     | 750        | \$750.00   |
| Letter Postage                                  | \$0.72     | 750        | \$540.00   |
| NCOA/CASS/LACS                                  | \$0.20     | 750        | \$150.00   |
| Undeliverable Processing and Skip Trace         | \$0.35     | 75         | \$26.25    |
| Remail Notice (assuming 75% skip trace success) | \$2.00     | 56         | \$112.50   |
| Remail Postage                                  | \$0.72     | 56         | \$40.50    |
| Check Cashing Reminder Postcard                 | \$0.18     | 750        | \$135.00   |
| Remail Postage                                  | \$0.55     | 750        | \$412.50   |
| Mailing Supervisor                              | \$50.00    | 3          | \$150.00   |
| Total:                                          |            |            | \$2,316.75 |

## Inbound Call Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

| Category                                           | Unit Value | # of Units | Total      |
|----------------------------------------------------|------------|------------|------------|
| IVR Call Center Setup                              | \$450.00   | 1          | \$450.00   |
| Uptime Monitoring and Testing, Tracking, Reporting | \$100.00   | 6 Months   | \$600.00   |
| IVR (includes toll-free number charges)            | \$15.00    | 2          | \$30.00    |
| Total:                                             |            |            | \$1,080.00 |

## QSF Management

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Tender uncashed funds to the Unclaimed Property Fund
- Complete all required filings with state and federal tax authorities

| Category                                          | Unit Value | # of Units | Total      |
|---------------------------------------------------|------------|------------|------------|
| Disbursement Data Preparation                     | \$140.00   | 3          | \$420.00   |
| Disbursement Manager - Data Validation            | \$100.00   | 3          | \$300.00   |
| Setup Banking Account/QSF                         | \$675.00   | 1          | \$675.00   |
| QSF Monthly Reconciliation and Maintenance        | \$125.00   | 6          | \$750.00   |
| Escheat Uncashed Funds to Unclaimed Property Fund | \$500.00   | 1          | \$500.00   |
| QSF Reporting and Final Declaration               | \$500.00   | 1          | \$500.00   |
| QSF Annual Tax Reporting and Reconciliation       | \$1,350.00 | 1          | \$1,350.00 |
| Total:                                            |            |            | \$4,495.00 |

|                                              |          |
|----------------------------------------------|----------|
| Total Estimated Cost of Administration:      | \$8,847  |
| Less Client Courtesy Discount:               | -\$1,847 |
| Total Cost of Administration, with Discount: | \$7,000  |

# Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

**1. Services:** Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

**2. Fee Estimates Not Binding:** Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

**3. Billing and Payment:** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

**4. Further Assurances:** Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

**5. Rights of Ownership:** The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

**6. Bank Accounts:** Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

**7. Retention of Documents & Data:** Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

**8. Limitation of Liability; Disclaimer of Warranties:** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

**9. Force Majeure:** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

**10. Rights in Data:** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

**11. Electronic Communications:** During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

**12. Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

**13. Waiver:** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

**14. Termination:** Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

**15. Jurisdiction:** These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

**16. Survival:** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

**17. Confidentiality:** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

**18. Indemnification:** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

**19. Severability:** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**20. Database Administration:** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

**21. Entire Agreement:** These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

# **EXHIBIT 6**

***SEQUOIA VALERY V. TURNER SECURITY SYSTEMS, INC.***  
**Fresno County Superior Court, Case No. 21CECG0323**

**ATTORNEY TASK AND TIME CHART**

| TASK                                                                                                                                                                                                                                                                                                                                                                                                                | LAWYERS <i>for</i> JUSTICE, PC |
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| <b>Investigation and Research / Due Diligence</b>                                                                                                                                                                                                                                                                                                                                                                   |                                |
| <p>Pre-Lawsuit Investigation of the Key Facts With a Focus on the Merits of Plaintiffs Sequoia Valery and 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</p> <ul style="list-style-type: none"><li>• Edwin Aiwazian – 4.30 hours</li><li>• Arby Aiwazian – 3.40 hours</li></ul> | 7.70                           |
| <p>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</p> <ul style="list-style-type: none"><li>• Edwin Aiwazian – 4.10 hours</li><li>• Arby Aiwazian – 2.50 hours</li></ul>                     | 6.60                           |

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| <p>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</p> <ul style="list-style-type: none"> <li>• Arby Aiwazian – 3.10 hours</li> <li>• Elizabeth M. R-H Parker-Fawley – 3.70 hours</li> </ul> | 6.80 |
| <p>Investigation of Defendants, Their Services, Their Business Relationships, Their Clients and Customers, and the Industry in Which They Operate and Applicable IWC Wage Order</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 1.80 hours</li> <li>• Arman Marukyan – 1.90 hours</li> </ul>                                                                                                                                                          | 3.70 |
| <p>Investigation of Defendants’ Organizational, Corporate, and Executive Reporting Structure as They Related to the Employment and Management of the Aggrieved Employees</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 0.90 hours</li> <li>• Arman Marukyan – 2.20 hours</li> </ul>                                                                                                                                                                 | 3.10 |
| <p>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</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 1.10 hours</li> <li>• Arman Marukyan – 1.80 hours</li> </ul>                                     | 2.90 |

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| <p>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</p> <ul style="list-style-type: none"> <li>• Arby Aiwazian – 2.30 hours</li> <li>• Arman Marukyan – 1.80 hours</li> </ul>                                                                                                                                                                                                                                                                                                 | 4.10  |
| <p>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</p> <ul style="list-style-type: none"> <li>• Arby Aiwazian – 1.60 hours</li> <li>• Arman Marukyan – 2.10 hours</li> </ul>                                                                                                                                                                                                                                                                    | 3.70  |
| <p>Research and Investigation Re: Workforce, Staffing Models and Staffing Levels at Defendants' Location(s) at Which Aggrieved Employees Worked Throughout California</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 2.90 hours</li> <li>• Arman Marukyan – 1.30 hours</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                     | 4.20  |
| <p>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, and Arbitration Agreements</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 5.80 hours</li> <li>• Arby Aiwazian – 1.50 hours</li> <li>• Elizabeth M. R-H Parker-Fawley – 4.90 hours</li> </ul> | 12.20 |

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| <p>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</p> <ul style="list-style-type: none"> <li>• Edwin Aiwarzian – 0.50 hour</li> <li>• Jacob Karczewski – 2.50 hours</li> </ul> | 3.00 |
| <p>Research and Analysis of Potential Defenses Defendants May Raise, Including Non-Compensable Off-the-Clock Work, Arbitration Agreements, Waiver, and Compliant Policies</p> <ul style="list-style-type: none"> <li>• Edwin Aiwarzian – 1.60 hours</li> <li>• Jacob Karczewski – 3.30 hours</li> <li>• Arman Marukyan – 2.20 hours</li> </ul>                                                                                                                                                                                                                                                                                      | 7.10 |
| <p>Research and Investigation Regarding Trial Manageability Issues, Including Research Regarding Which Experts to Retain and For What Purpose</p> <ul style="list-style-type: none"> <li>• Edwin Aiwarzian – 2.10 hours</li> <li>• Arby Aiwarzian – 1.10 hours</li> <li>• Elizabeth M. R-H Parker-Fawley – 1.40 hours</li> </ul>                                                                                                                                                                                                                                                                                                    | 4.60 |
| <p>Research and Investigation of Impact of COVID-19 Pandemic on Defendant Turner Security, Its Operations, and Aggrieved Employees' Work</p> <ul style="list-style-type: none"> <li>• Edwin Aiwarzian – 3.30 hours</li> <li>• Arman Marukyan – 2.40 hours</li> </ul>                                                                                                                                                                                                                                                                                                                                                                | 5.70 |

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| <p>Prepare a Discovery Strategy and Plan of Action, Including Topics of Inquiry Important to Liability and Civil Penalties</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 0.90 hour</li> <li>• Arman Marukyan – 1.30 hours</li> </ul>                                                                                                                    | 2.20  |
| <p>Meet and Communicate With Plaintiff Sequoia Valery During the Case</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 3.20 hours</li> <li>• Arby Aiwazian – 2.60 hours</li> <li>• Arman Marukyan – 3.90 hours</li> <li>• Jacob Karczewski – 7.70 hours</li> <li>• Kyla Buenaventura – 6.50 hours</li> <li>• Matthew Richard Soto – 2.10 hours</li> </ul>  | 26.00 |
| <p>Meet and Communicate With Plaintiff Devosha Johnson During the Case</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 3.90 hours</li> <li>• Arby Aiwazian – 3.10 hours</li> <li>• Arman Marukyan – 5.30 hours</li> <li>• Jacob Karczewski – 6.40 hours</li> <li>• Kyla Buenaventura – 7.10 hours</li> <li>• Matthew Richard Soto – 2.20 hours</li> </ul> | 28.00 |

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| <p>Investigate, Meet, Communicate With, and/or Conduct Interviews of Aggrieved Employees and/or Percipient Witnesses, Research Other Lawsuits Against Defendants, and Courthouse News Check</p> <ul style="list-style-type: none"> <li>• Edwin Aiwarzian – 8.70 hours</li> <li>• Arby Aiwarzian – 4.50 hours</li> <li>• Elizabeth M. R-H Parker-Fawley – 2.20 hours</li> <li>• Arman Marukyan – 5.80 hours</li> </ul>                  | 21.20 |
| <b>Pleadings and Court Filings</b>                                                                                                                                                                                                                                                                                                                                                                                                     |       |
| <p>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</p> <ul style="list-style-type: none"> <li>• Edwin Aiwarzian – 3.10 hours</li> <li>• Elizabeth M. R-H Parker-Fawley – 4.20 hours</li> </ul> | 7.30  |
| <p>Review Court's Notice of Case Management Conference and Assignment of Judge for All Purposes (filed on November 1, 2021)</p> <ul style="list-style-type: none"> <li>• Elizabeth M. R-H Parker-Fawley – 0.10 hour</li> </ul>                                                                                                                                                                                                         | 0.10  |
| <p>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 December 2, 2021), and Research Allegations and Affirmative Defenses in Answer</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 1.80 hours</li> </ul>                                                                        | 1.80  |

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| Review Court's Minute Order Re: Case Management Conference (filed on February 16, 2022) <ul style="list-style-type: none"> <li>Jacob Karczewski – 0.10 hour</li> </ul>                                                                                                                                                                               | 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 <ul style="list-style-type: none"> <li>Melissa Rinehart – 1.20 hours</li> </ul> | 1.20 |
| Draft Plaintiffs' Notice of Posting Jury Fees (filed on August 18, 2022) <ul style="list-style-type: none"> <li>Melissa Rinehart – 0.30 hour</li> </ul>                                                                                                                                                                                              | 0.30 |
| Draft Plaintiffs' Case Management Conference Statement (filed on August 29, 2022) <ul style="list-style-type: none"> <li>Jacob Karczewski – 0.10 hour</li> <li>Melissa Rinehart – 1.10 hours</li> </ul>                                                                                                                                              | 1.20 |
| Review Defendants' Case Management Conference Statement (filed on August 29, 2022) <ul style="list-style-type: none"> <li>Jacob Karczewski – 0.20 hour</li> <li>Melissa Rinehart – 0.40 hour</li> </ul>                                                                                                                                              | 0.60 |
| Review Court's Minute Order Re: Case Management Conference (filed on August 30, 2022) <ul style="list-style-type: none"> <li>Melissa Rinehart – 0.10 hour</li> </ul>                                                                                                                                                                                 | 0.10 |
| Review Court's Notice of Assignment of Judge for All Purposes (filed on January 26, 2023) <ul style="list-style-type: none"> <li>Melissa Rinehart – 0.10 hour</li> </ul>                                                                                                                                                                             | 0.10 |

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| <p>Meet and Confer with Defendants’ Counsel, and Draft Joint Stipulation to Continue Case Management Conference; Proposed Order (filed on February 24, 2023)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.10 hour</li> <li>• Melissa Rinehart – 1.30 hours</li> </ul>         | 1.40 |
| <p>Review Court’s Order Re: Stipulation and Order Filed (filed on February 28, 2023)</p> <ul style="list-style-type: none"> <li>• Melissa Rinehart – 0.10 hour</li> </ul>                                                                                                                          | 0.10 |
| <p>Meet and Confer with Defendants’ Counsel, and Draft Joint Stipulated Protective Order – Confidential Designation Only; [Proposed] Order (filed on April 5, 2023)</p> <ul style="list-style-type: none"> <li>• Melissa Rinehart – 0.40 hour</li> <li>• Kyla Buenaventura – 1.80 hours</li> </ul> | 2.20 |
| <p>Review Court’s Order Re: Stipulation and Order Filed (filed on April 10, 2023)</p> <ul style="list-style-type: none"> <li>• Melissa Rinehart – 0.10 hour</li> <li>• Kyla Buenaventura – 0.10 hour</li> </ul>                                                                                    | 0.20 |
| <p>Draft Plaintiffs’ Notice of Entry of Judgment or Order (filed on April 18, 2023)</p> <ul style="list-style-type: none"> <li>• Kyla Buenaventura – 0.30 hour</li> </ul>                                                                                                                          | 0.30 |
| <p>Meet and Confer with Defendants’ Counsel, and Draft Joint Notice of Settlement and Case Management Conference Statement (filed on June 1, 2023)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.10 hour</li> <li>• Kyla Buenaventura – 0.60 hour</li> </ul>                   | 0.70 |
| <p>Draft Notice of Settlement (filed on June 21, 2023)</p> <ul style="list-style-type: none"> <li>• Yasmin Hosseini – 0.10 hour</li> <li>• Kris Khodaverdian – 0.20 hour</li> </ul>                                                                                                                | 0.30 |

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| Review Court's Notice of Dismissal Hearing Pursuant to CRC, Rule 3.1385 (filed on June 26, 2023) <ul style="list-style-type: none"> <li>• Meg Razi – 0.10 hour</li> </ul>                                                                              | 0.10 |
| Meet and Confer with Defendants' Counsel, and Draft Joint Response to Order to Show Cause Re Dismissal (filed on September 26, 2023) <ul style="list-style-type: none"> <li>• Brian J. St. John – 0.30 hour</li> <li>• Meg Razi – 0.80 hour</li> </ul> | 1.10 |
| Review Court's Minute Order Re: Case Management Conference (filed on September 27, 2023) <ul style="list-style-type: none"> <li>• Meg Razi – 0.10 hour</li> </ul>                                                                                      | 0.10 |
| Meet and Confer with Defendants' Counsel, and Draft Joint Case Management Conference Statement (filed on March 27, 2024) <ul style="list-style-type: none"> <li>• Joanna Ghosh – 0.20 hour</li> <li>• Matthew Richard Soto – 0.70 hour</li> </ul>      | 0.90 |
| Draft Plaintiffs' Notice of Remote Appearance (filed on April 4, 2024) <ul style="list-style-type: none"> <li>• Matthew Richard Soto – 0.20 hour</li> </ul>                                                                                            | 0.20 |
| Review Court's Order Regarding Remote Appearance Granted (filed on April 10, 2024) <ul style="list-style-type: none"> <li>• Matthew Richard Soto – 0.10 hour</li> </ul>                                                                                | 0.10 |
| Review Court's Minute Order Re: Dismissal Hearing Minutes/Order (filed on April 11, 2024) <ul style="list-style-type: none"> <li>• Matthew Richard Soto – 0.10 hour</li> </ul>                                                                         | 0.10 |

| <b>Appearances</b>                                                                                                                                                                                                                                                                                                                                                                |      |
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| <p>Prepare for and Remotely Attend <i>Ex Parte</i> Hearing on Defendants' <i>Ex Parte</i> Application for Order Specially Setting Hearing Date on Motion to Compel Arbitration, Strike or Dismiss PAGA Representative Claims, and Stay Case (August 4, 2022)</p> <ul style="list-style-type: none"> <li>Jacob Karczewski – 0.30 hour</li> </ul>                                   | 0.30 |
| <p>Prepare for and Remotely Attend Hearing Re: CRC 3.31385 After Settlement (April 11, 2024)</p> <ul style="list-style-type: none"> <li>Matthew Richard Soto – 1.30 hours</li> </ul>                                                                                                                                                                                              | 1.30 |
| <p>Prepare for and Remotely 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 (July 25, 2024)</p> <ul style="list-style-type: none"> <li>Matthew Richard Soto – 0.80 hour</li> </ul> | 0.80 |
| <b>Discovery and Deposition</b>                                                                                                                                                                                                                                                                                                                                                   |      |
| <p>Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Sequoia Valery (served on July 9, 2021)</p> <ul style="list-style-type: none"> <li>Edwin Aiwarzian – 1.90 hours</li> </ul>                                                                                                                                                | 1.90 |
| <p>Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Devosha Johnson (served on July 12, 2021)</p> <ul style="list-style-type: none"> <li>Edwin Aiwarzian – 1.90 hours</li> </ul>                                                                                                                                              | 1.90 |

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| <p>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)</p> <ul style="list-style-type: none"> <li>• Edwin Aiwarzian – 2.10 hours</li> <li>• Arman Marukyan – 1.40 hours</li> </ul>                                                                   | 3.50 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Edwin Aiwarzian – 1.90 hours</li> <li>• Arman Marukyan – 1.10 hours</li> </ul>                                                                  | 3.00 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 5.10 hours</li> </ul> | 5.10 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 2.40 hours</li> </ul>          | 2.40 |

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| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 2.40 hours</li> </ul>                                                                           | 2.40 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 1.80 hours</li> </ul>                                                                                    | 1.80 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 1.80 hours</li> </ul>                                                                                       | 1.80 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 1.40 hours</li> <li>• Melissa Rinehart – 4.20 hours</li> </ul> | 5.60 |

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| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.80 hour</li> <li>• Melissa Rinehart – 3.40 hours</li> </ul>  | 4.20 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.80 hour</li> <li>• Melissa Rinehart – 4.70 hours</li> </ul>          | 5.50 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.80 hour</li> <li>• Melissa Rinehart – 3.20 hours</li> </ul> | 4.00 |
| <b>Letters and Correspondence</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |
| <p>Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Sequoia Valery for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on August 25, 2021)</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 4.70 hours</li> </ul>                                                                                                                                                                       | 4.70 |

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| <p>Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Devosha Johnson for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on August 25, 2021)</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 4.40 hours</li> </ul>                                                                                                                                                                                                                | 4.40  |
| <p>Meet With Defendants’ Counsel, Draft Correspondence to, and Respond to Correspondence from, Defendants’ Counsel</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 1.60 hours</li> <li>• Arby Aiwazian – 1.70 hours</li> <li>• Elizabeth M. R-H Parker-Fawley – 0.90 hour</li> <li>• Arman Marukyan – 1.10 hours</li> <li>• Jacob Karczewski – 3.10 hours</li> <li>• Melissa Rinehart – 2.10 hours</li> <li>• Kyla Buenaventura – 3.60 hours</li> <li>• Matthew Richard Soto – 1.80 hours</li> </ul> | 15.90 |
| <b>Mediation/Settlement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |
| <p>Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendants (including <i>inter alia</i>, TURNER000001-006237), and Other Sources Prior to the May 25, 2023 Mediation</p> <ul style="list-style-type: none"> <li>• Edwin Aiwazian – 8.10 hours</li> <li>• Arby Aiwazian – 11.60 hours</li> <li>• Melissa LeBlanc – 4.20 hours</li> <li>• Hagit Golzer – 12.40 hours</li> <li>• Kyla Buenaventura – 17.50 hours</li> </ul>                                                          | 53.80 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <p>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)</p> <ul style="list-style-type: none"> <li>• Arby Aiwarzian – 5.90 hours</li> <li>• Melissa LeBlanc – 2.20 hours</li> <li>• Hagit Golzer – 5.50 hours</li> <li>• Kyla Buenaventura – 12.10 hours</li> </ul> | 25.70 |
| <p>Attend Mediation Session With Mediator Lynn S. Frank, Esq. (May 25, 2023; Zoom Video Conference)</p> <ul style="list-style-type: none"> <li>• Arby Aiwarzian – 7.20 hours</li> <li>• Kyla Buenaventura – 0.90 hour</li> </ul>                                                                                                                                                                                                                                                              | 8.10  |
| <p>Review and Analyze Mediator's Proposal (Issued on May 26, 2023, and Accepted on May 30, 2023)</p> <ul style="list-style-type: none"> <li>• Arby Aiwarzian – 1.30 hours</li> </ul>                                                                                                                                                                                                                                                                                                          | 1.30  |
| <p>Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on October 24, 2023) and Cover Letter</p> <ul style="list-style-type: none"> <li>• Joanna Ghosh – 3.70 hours</li> <li>• Kris Khodaverdian – 6.20 hours</li> </ul>                                                                                                                                                                                                  | 9.90  |

| <b>Law and Motion</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.90 hour</li> <li>• Melissa Rinehart – 2.20 hours</li> </ul>                                                                                                                   | 3.10 |
| <p>Review Defendants’ Notice of Application and <i>Ex Parte</i> 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 <i>Ex Parte</i> 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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.80 hour</li> <li>• Melissa Rinehart – 1.80 hours</li> </ul> | 2.60 |
| <p>Research and Draft Declaration of Jacob Karczewski in Support of Plaintiffs’ Opposition to Defendants’ <i>Ex Parte</i> Application to “Shorten Time” on Defendants’ Motion to Compel Arbitration (filed on August 3, 2022)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 3.10 hours</li> <li>• Melissa Rinehart – 1.30 hours</li> </ul>                                                                                                                                                                                                                                                                                      | 4.40 |
| <p>Review Court’s Minute Order re: Defendants’ <i>Ex Parte</i> Application (filed on August 4, 2022)</p> <ul style="list-style-type: none"> <li>• Melissa Rinehart – 0.10 hour</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0.10 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p>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)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 1.30 hours</li> <li>• Melissa Rinehart – 2.60 hours</li> </ul> | 3.90 |
| <p>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)</p> <ul style="list-style-type: none"> <li>• Melissa Rinehart – 0.10 hour</li> </ul>                                                                                                                                                                                                      | 0.10 |
| <p>Research and Draft Declaration of Jacob Karczewski in Support of Plaintiffs' Opposition to Defendants' <i>Ex Parte</i> Application to Advance the Hearing Date on Defendants' Motion to Stay Pending Hearing on Defendants' Motion to Compel Arbitration (filed on August 8, 2022)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.80 hour</li> <li>• Melissa Rinehart – 1.30 hours</li> </ul>                                                                                                                                                    | 2.10 |
| <p>Draft Letter to Court Re-Submitted Exhibits for the Declaration of Jacob Karczewski in Support of Plaintiffs' Opposition to Defendants' <i>Ex Parte</i> Application to Advance the Hearing Date on Defendants' Motion to Stay Pending Hearing on Defendants' Motion to Compel Arbitration (filed on August 9, 2022)</p> <ul style="list-style-type: none"> <li>• Jacob Karczewski – 0.50 hour</li> </ul>                                                                                                                                                            | 0.50 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <p>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 Aiwarzian in Support Thereof, Declaration of Jeremy Espinosa in Support Thereof, and [Proposed] Order and Judgment (filed on May 1, 2024)</p> <ul style="list-style-type: none"> <li>• Joanna Ghosh – 2.10 hours</li> <li>• Jacob Karczewski – 6.50 hours</li> <li>• Matthew Richard Soto – 13.70 hours</li> </ul> | 22.30  |
| <b>Total Hours:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 381.80 |

# **EXHIBIT 7**

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

| <u>Date</u> | <u>Payee</u>                         | <u>Expense Description</u> | <u>Amount</u> |
|-------------|--------------------------------------|----------------------------|---------------|
| 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   |

# **EXHIBIT 8**

1 **STATE OF CALIFORNIA**  
2 Labor and Workforce Development Agency  
3 Department of Industrial Relations  
4 Division of Labor Standards Enforcement  
5 MICHAEL L. SMITH (SBN 252726)  
6 1515 Clay Street, Room 2206  
7 Oakland, CA 94612  
8 Telephone No. (510) 286-1340  
9 Facsimile No. (510) 622-3258  
10 [mlsmith@dir.ca.gov](mailto:mlsmith@dir.ca.gov)  
11 Attorney for the Labor Commissioner  
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**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**11/30/2023**  
**Clerk of the Court**  
BY: WILLIAM TRUPEK  
Deputy Clerk

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

JOHN DOE, PAOLA CORREA, and  
DEWAYNE CASSEL, on behalf of the  
State of California and aggrieved  
employees,

Plaintiffs,

vs.

GOOGLE, INC., ALPHABET, INC.,  
ADECCO USA INC., ADECCO GROUP  
NORTH AMERICA and ROES 1 through  
10,

Defendants.

Case No. CGC-16-556034

**COMMENTS OF LWDA REGARDING  
PROPOSED PAGA SETTLEMENT**

Date: December 4, 2023

Time: 9:00 a.m.

Dept: 304 (COMPLEX)

Judge: Hon. Ethan P. Schulman

Date Action Filed: December 20, 2016

Trial Date: Not Set

*No filing fees, court costs, etc.,  
per Labor Code §§101 and 101.5*

The California Labor and Workforce Development Agency ("LWDA") respectfully  
submits these comments regarding the proposed settlement agreement in this action in response  
to the Court's invitation in its order of October 31, 2023.

1       **I.       IMPACT OF THE SETTLEMENT AND AMOUNT OF THE CIVIL PENALTY**

2           It is well established that PAGA serves to augment the limited enforcement capability of  
3 the Labor and Workforce Development Agency by empowering employees to bring actions to  
4 enforce California’s labor standards. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014)  
5 59 Cal.4th 348, 383, *abrogated on other grounds by Viking River Cruises, Inc. v. Moriana*  
6 (2022) 142 S.Ct. 1906.)

7  
8           LWDA can confirm Plaintiffs’ statement that the \$27 million settlement in this action is  
9 the largest PAGA-only settlement, and second largest civil penalty recovery, in a PAGA action  
10 to date.<sup>1</sup> Thus, LWDA concurs with Plaintiffs that the settlement in this action constitutes one of  
11 the most significant recoveries under PAGA. But the impact of this settlement goes beyond these  
12 numbers.

13  
14           The touchstone for the adequacy of a settlement must always be the purposes and policies  
15 underlying California’s labor laws and PAGA, as a proxy for a state action. To that end, a PAGA  
16 settlement must provide for relief that is genuine, meaningful, and consistent with the State’s  
17 goal of benefitting the public through enforcement of its labor laws. A PAGA settlement that  
18 deters noncompliance “augment[s] the state’s enforcement capabilities, encourage[es]  
19 compliance with Labor Code provisions, and deter[s] noncompliance.” (*O’Connor v. Uber*  
20 *Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1134-35 [internal citations omitted];  
21 *Iskanian, supra*, 59 Cal.4th at 383 [“The PAGA was clearly established . . . to deter  
22 violations.”].)

23  
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25  
26       

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<sup>1</sup> This search was based on information submitted by private attorneys into LWDA’s PAGA  
27 filing portal, pursuant to PAGA’s statutory requirements to submit proposed settlements and  
28 court order and judgements to LWDA. (Lab. Code § 2699(1)(2) & (3).) Errors may account for  
some deviation in this data.

1 Overall, this settlement has achieved significant labor law enforcement in inducing  
2 Google to change its policies which allegedly violated fundamental rights of employees to  
3 converse about their compensation (Lab. Code § 232) and conditions of employment (§ 232.5)  
4 and including a notice to employees of their rights under the allegedly violated statutes. These  
5 provisions of law protect fundamental rights rooted in public policy that the State has a strong  
6 interest in enforcing.  
7

8 To our knowledge this is the first PAGA case which has obtained remedies of this nature,  
9 which clearly further labor law enforcement. And undoubtedly, as Plaintiffs state, “knowledge of  
10 this \$27,000,000 PAGA settlement against Google should serve to deter Alleged Speech  
11 Restrictions by other employers.” (MPA at p.18.) The Court should give due consideration to the  
12 fact that the settlement provides for the recovery of monetary penalties, as well as effectuates the  
13 State’s interests through other affirmative relief.  
14

15 **II. THE SETTLEMENT AGREEMENT HERE DOES NOT INCLUDE ANY**  
16 **COMMON DEFICIENCIES THAT CONFLICT WITH THE PUBLIC**  
17 **INTEREST.**

18 In evaluating the adequacy of settlements, court should evaluate whether the  
19 the settlement is fair, adequate, and reasonable under all of the circumstances in light of the  
20 public policies underlying California’s labor standards. The proposed settlement agreement does  
21 not include any common terms that conflict with the public interest. First, it does not purport to  
22 settle claims beyond those pleaded in the plaintiffs’ PAGA notices. (Cf. January 27, 2021 and  
23 January 27, 2022 PAGA Notices & Settlement Agreement § 5.1 release limited to claims “based  
24 on or reasonably related to the facts and claims alleged by Plaintiffs in the Action and Plaintiffs’  
25 notice letters to the LWDA including, but not limited to claims under California Labor Code  
26  
27  
28

1 sections 96(k), 98.6, 232, 232.5, 432.5, 1101, 1102, 1102.5, and 1197.5(j)-(k)"). The PAGA  
2 representatives release broader claims on behalf of themselves. (§ 5.2)

3 In addition, the proposed settlement agreement does not require ongoing confidentiality  
4 by the plaintiffs now that the motion for approval has been filed. (See § 7.2.)

5 With regard to distribution to employees, the agreement does not require aggrieved  
6 employees to make a claim to be entitled to payment, and there is no reversion to the employer  
7 under any circumstances. (§ 4.9.)

8 In addition, according to the settling parties, there are no existing PAGA actions pursuing  
9 the same claims that are being settled here. (§ 7.1.) Thus, there is no danger of a reverse auction  
10 scenario which might incentivize plaintiffs to accept a lower settlement value in conflict with  
11 LWDA's interest in enforcement.  
12

13 Finally, as noted above, the settlement includes a notice to employees regarding their  
14 rights which were at issue in this action, including the rights to discuss wages and working  
15 conditions and to engage in political conduct. (§ 1.22, Ex. A)  
16

### 17 **III. INCENTIVE PAYMENTS TO PAGA PLAINTIFFS**

18 "The rationale for making enhancement or incentive awards to named plaintiffs is that  
19 they should be compensated for the expense or risk they have incurred in conferring a benefit on  
20 other members of the class." (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380,  
21 1394, quoting *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 791.) In  
22 the class action context, courts have held that an incentive award is appropriate "if it is necessary  
23 to induce an individual to participate in the suit." (*Clark*, 175 Cal.App.4th at p. 804.)  
24

25 Although the express statutory terms of PAGA do not address incentive awards, the  
26 reasons for awarding incentive awards in class actions may similarly be present in PAGA  
27  
28

1 litigation. “Incentive awards are commonly awarded in the context of class action settlements,  
2 which bear many similarities to settlements in PAGA cases.” (*Smith v. Homeguard, Inc.* (Cal.  
3 Super. Oct. 28, 2020), No. 18CV333804, 2020 WL 6749810, at \*2.) Indeed, “[m]any if not most  
4 PAGA settlements include an ‘incentive award’ paid to the named representative.” (See *Carillo*  
5 *v. Blusky Restoration Contractors LLC* (Cal.Super. June 29, 2022), No. CIVSB2105793, 2022  
6 WL 18406637, at \*1 (recognizing incentive awards in PAGA settlements).)<sup>2</sup>

8 “The Legislature’s sole purpose in enacting PAGA was ‘to augment the limited  
9 enforcement capability of the [LWDA] by empowering employees to enforce the Labor Code as  
10 representatives of the Agency.’ [citation].” (*Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th  
11 1104, 1122.) At least one court has recognized that providing financial incentives to employees  
12 to serve as a PAGA plaintiff in actions that will recover civil penalties for Labor Code violations  
13 is consistent with PAGA’s purpose. (See *Galindo*, 2021 WL 9880030, at \*1 (incentive awards to  
14 PAGA plaintiffs further the enforcement goal of the statute).)

16 Criteria courts may consider in determining whether to make an incentive award include:  
17 1) the risk to the representative in commencing suit, both financial and otherwise; 2) the  
18 notoriety and personal difficulties encountered by the representative; 3) the amount of time and  
19 effort spent by the representative; 4) the duration of the litigation and; 5) the personal benefit (or  
20 lack thereof) enjoyed by the representative as a result of the litigation. (*Ibid.*) (*Cellphone*  
21 *Termination Fee Cases, supra*, 186 Cal.App.4th 1380, 1394-1395.) Given the similar roles of  
22 plaintiffs in class and PAGA actions, these criteria are a logical starting point for evaluating  
23 incentive awards in PAGA actions.  
24

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26 <sup>2</sup> See also *Galindo v. 20/20 Plumbing and Heating, Inc.*, (Cal.Super. Oct. 24, 2021) No. CIVSB-  
27 2118276, 2021 WL 9880030, at \*1 (\$5000 incentive award to PAGA representative); *Tallon v.*  
28 *Aluma Systems Concrete Const., LLC* (Cal.Super. Oct. 28, 2022) No. CIVDS2012039, 2022 WL  
17224382, at \*1 (court approval of \$2500 incentive award to PAGA plaintiff).)

1 Because the aggrieved employee bears some risk in commencing the suit, both financial  
2 and otherwise, and must expend time and resources in pursuit of the litigation, incentive awards  
3 may be appropriate in PAGA actions. In addition, the share of money that goes to employees  
4 from a PAGA settlement is only a one-fourth share of the total civil penalty amount, divided  
5 among all aggrieved employees.<sup>3</sup> Thus, in this respect, the need for a representative plaintiff in a  
6 PAGA action is at least as great as in the class context.  
7

8  
9 **IV. CONCLUSION**

10 Given the size and terms of the settlement and the strong advocacy of counsel over  
11 several years, LWDA submits that the settlement meets the criteria for approval. LWDA thanks  
12 the Court for the opportunity to submit the foregoing comments.

13 Dated: November 27, 2023 STATE OF CALIFORNIA  
14 LABOR & WORKFORCE DEVELOPMENT AGENCY  
15 DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS ENFORCEMENT

16 By:   
17 Michael L. Smith, Attorney  
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26 <sup>3</sup> In addition, PAGA-only settlements can no longer include a component of restitution for  
27 employees. See *ZB, N.A., and Zions Bancorporation v. Superior Court of San Diego County*  
28 (2019) 8 Cal.5th 175 (“*Lawson*”) (civil penalties in PAGA action can no longer include “an  
amount sufficient to recover underpaid wages” under Lab. C. § 558).