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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 CALYNDRA DAVIS,

11 *Plaintiff,*

12 vs.

13 KAM Enterprises LLC dba Farmer Boys;
14 Leeza Jayne Brazier; and DOES 1 to 25,
15 inclusive,

16 *Defendant(s).*

Case No.: 22STCV17280

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF
UNOPPOSED MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Action filed: 5/25/22

Date: 11/14/23

Time: 8:30am

Dept: 34

Reservation ID:
341812301108

Department: 34, Hon. Michael
Linfield

Submitted Herewith Under Separate Cover:

1. Plaintiff's Notice of Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;
2. Declaration of Lisa Mullins; and
3. [Proposed] Order

DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA SETTLEMENT AND RELEASE

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Plaintiff Calyndra Davis ("Plaintiff") in her lawsuit against Defendants KAM Enterprises LLC dba Farmer Boys and Leeza Jayne Brazier (collectively "KAM" or "Defendant(s)").

2. I am experienced in handling employment law matters and specifically wage and hour cases, including PAGA claims. I have been practicing law since 2010. In my representation of employees, I have handled hundreds of individual and representative cases on behalf of employees with claims of minimum wages, overtime violations, as well as other wage claims, including meal breaks and rest breaks.

3. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

Factual and Procedural Background

4. Defendants KAM Enterprises LLC dba Farmer Boys is a limited liability company that owns and operates a "Farmer Boys" fast food restaurant franchise. Plaintiff Calyndra Davis was classified as an hourly, non-exempt employee and worked for Defendants as a server/cashier from October 13, 2021 through November 10, 2021.

5. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. ("PAGA"). On November 19, 2021, Plaintiff Calyndra Davis on behalf of herself and Defendants' other California non-exempt hourly employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of their claims against Defendant. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime

1 compensation (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section
2 226.7); (4) failed to provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely
3 pay wages due during employment (Labor Code Section 204); (6) failed to provide accurate
4 itemized wage statements (Labor Code Section 226); (7) failed to keep accurate and complete
5 payroll records (Labor Code Section 1174/1174.5); and (8) failed to pay wages at the end of
6 employment (Labor Code section 203) under Industrial Welfare Commission Wage Orders 5-
7 2001. Plaintiff filed her initial lawsuit on May 25, 2022 in the Superior Court for the State of
8 California, County of Los Angeles, Case No. 22STCV17280 with a total of 16 causes of action,
9 with the Eleventh Cause of Action for penalties under PAGA under the following legal theories:
10 (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure
11 to provide compliant meal periods, or premium pay for non-compliant meal periods; (d) failure
12 to authorize and permit complaint rest periods, or provide premium pay for non-complaint rest
13 periods; (e) failure to provide accurate, itemized wage statements and/or otherwise maintain
14 accurate records; and (f) failure to timely pay wages during employment and/or upon separation
15 of employment.

16 6. Through formal discovery, Defendant produced records and represented that it
17 employed approximately 143 workers falling within Plaintiff's Aggrieved Employees definition
18 for the period from May 25, 2021 (one year before Plaintiff's lawsuit filing date) through May
19 14, 2023, and that there are paychecks issued for a total of approximately 1109 pay periods
20 worked for that same time period.

21 7. The Settlement Agreement covers PAGA Members, which are Aggrieved
22 Employees employed on or after May 25, 2021, through the date of Settlement Approval.

23 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated
24 with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully,
25 finally, and forever compromise, and discharge all claims known or unknown related to those
26 alleged in Plaintiff's lawsuit.

27 9. The parties negotiated through their respective attorneys and reached a settlement
28 of the PAGA claims. Before agreeing to the terms of the Settlement, the Parties engaged in

1 formal discovery regarding Defendant's policies, practices, operations, time and payroll
2 information and other topics. Prior to negotiation, Defendants produced Plaintiff's personnel
3 files, time and payroll data for Plaintiff, and time records and payroll records for 30 of the 143
4 workers falling within Plaintiff's Aggrieved Employees definition for the period from May 25,
5 2021 through May 14, 2023, which is an 21% sample. Through extensive arm's length
6 negotiations and only after discovery and investigation were performed, the Parties agreed to
7 settlement terms. Attached as **Exhibit 1** is a true and accurate copy of the PAGA Settlement
8 Agreement ("Settlement Agreement") and the PAGA notice that will be sent to the PAGA
9 Members covered by the Settlement Agreement. As alluded to above, the Parties negotiated the
10 PAGA claims through arms-length negotiation, via email and via telephone, and only after
11 formal discovery was completed, including associated meet and confer efforts, after Plaintiff's
12 deposition was taken, and after the data of other employees' time and payroll records was
13 retrieved through formal discovery and sent to Plaintiff's data expert for analysis/review. Myself
14 and defense counsel, Anne McWilliams, had enough information and had developed the case to
15 the point where we were able to have direct and informed settlement negotiations and advocate
16 the respective positions of our clients.

17 10. The Parties conducted investigation of the facts and law both before and after the
18 lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied
19 to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code
20 violations claimed by Plaintiff. Based on their own independent investigations and evaluations,
21 the Parties and their respective counsel are of the opinion that the Settlement for the
22 consideration and on the terms set forth in this Motion are fair, reasonable and adequate and are
23 in the best interests of Plaintiff, the PAGA Members, and Defendant in light of all known facts
24 and circumstances and the risks inherent in litigation, especially in this post-pandemic era when
25 most businesses are still struggling to remain afloat, much less prosper and make a large profit.

26 11. The Parties further recognize that the issues presented in the Action are likely
27 only to be resolved with extensive and costly pretrial and trial proceedings, and that further
28 litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate

1 to the maximum potential benefits, especially in light of the post- pandemic era and the business
2 climate.

3 12. Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA
4 Members were not provided timely, uninterrupted meal and rest breaks. Defendant vehemently
5 denies that there were any meal and rest break violations especially in light of the fact that
6 Defendant presented evidence that it maintained Labor-Code-compliant meal and rest policies.
7 Moreover, there was evidence that Defendant even tracked rest periods for employees such as
8 Plaintiff by having Plaintiff clock-in and clock-out for rest breaks.

9 13. Plaintiff contends that the civil penalty statutes applicable to the Action arise
10 from violations of the California Labor Code, including, but not limited to, Labor Code §§ 210,
11 226.3, 558, 1174.5, 1197.1, and 2699(f)(2). Under these civil penalty statutes, an employee who
12 suffers a Labor Code violation may be awarded a sum of money for each pay period in which
13 he or she was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an
14 award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory.

15 14. Under the civil penalty formulas applicable under PAGA, Plaintiff estimated a
16 **maximum** exposure of approximately \$50,450.00 for civil penalties for Plaintiff's strongest
17 disputed claims of failure to provide meal and rest periods. Plaintiff's analysis, which Defendant
18 vehemently disputes, revealed a 36.2% violation rate for either late, short, or interrupted meal
19 periods for shifts over 6 hours. Since the total number of pay periods in the PAGA period was
20 1,109 and since only 51.7% of the shifts were over 6 hours, the total number of pay periods to
21 consider for potential meal break violations was 573 (51.7% x 1109 pay periods). As such, with
22 the 36.2% violation rate, the maximum exposure would be \$10,350.00, which is calculated as
23 \$50 penalty multiplied by 207 pay periods (36.2% of the 573 pay periods). Plaintiff extrapolated
24 the same 36.2% rate for rest break violations, which would equate to a maximum exposure of
25 \$40,100.00 (\$100 penalty per pay period multiplied by 401 pay periods, which is 36.2% x 1109
26 pay periods). As such, the aggregate maximum exposure for meal and rest break claims would
27 be \$50,450.00. Assuming that Plaintiff's calculations and analysis are accurate, the maximum
28 exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary,

1 oppressive, or confiscatory. For the rest period violations, it also presumes that the meal and rest
2 period violation rates were identical.

3 15. Moreover, Plaintiff is aware of no California state courts awarding Plaintiff
4 multiple PAGA penalties for the same violation for the same pay period under different Labor
5 Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to “stack”
6 civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded
7 extremely small sums to PAGA claimants in the past. In addition, Defendant would make an
8 argument that any presumption of meal or rest period violations could be rebutted by evidence
9 and therefore are not a predicate for civil penalties for improper wage statements and untimely
10 final wages under Labor Code secs. 201-204, 226, 226.3, and 2699. Defendant also adamantly
11 disputes all of Plaintiff’s allegations in the operative Complaint.

12 16. The source of penalties available is under PAGA, which allows employees to
13 recover civil penalties for certain violations of the Labor Code so long as the penalties are not
14 unjust, arbitrary, oppressive, or confiscatory. There are no State Court decisions under the
15 PAGA to date with substantial awards of civil penalties. There is a substantial risk that the Court
16 could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff’s evidence
17 of willful and intentional conduct. The PAGA expressly counsels against such awards. *See Lab.*
18 *Code* § 2699(e)(2) (“...a court may award a lesser amount than the maximum civil penalty
19 amount specified by this part if, based on the facts and circumstances of the particular case, to
20 do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”).
21 Further, although class certification is not required for a PAGA claim, Defendant could contend
22 that Plaintiff cannot show that the PAGA claims are manageable.

23 17. As such, Defendant could also convince the Court to dismiss the claims due to
24 unmanageability. *Wesson v. Staples The Office Superstore, LLC* (2021) 68 Cal.App.5th 746
25 (“*Wesson*”); *Feltz v. Cox Communs. Cal.* (October 21, 2021) 2021 U.S. Dist. LEXIS 207087.
26 On September 9, 2021, the California Court of Appeal issued the significant decision in *Wesson*
27 *v. Staples the Office Superstore, LLC*, holding that courts have authority to ensure that PAGA
28 claims are manageable, and that courts may limit or strike unmanageable PAGA claims.

1 Defendant contends that Plaintiff’s allegations require a host of individualized inquiries which
2 would arguably devolve into a series of mini-trials based on whether each employee voluntarily
3 elected to unilaterally waive a provided meal period or authorized rest break, based on position
4 titles, job duties and the type of work they perform. (See, e.g., *Brinker*, 53 Cal.4th at 1004.) In
5 *Ortiz v. CVS Caremark Corp.*, the court dismissed a PAGA claim because it was unmanageable.
6 2014 WL 1117614, at *3–4 (N.D. Cal. 2014). In *Ortiz v. CVS Caremark Corp.*, the court
7 dismissed a PAGA claim because it was unmanageable. 2014 WL 1117614, at *3–4 (N.D. Cal.
8 2014). The *Ortiz* court cited the “multitude of individualized assessments” that case would have
9 required in ordering dismissal. *Id.* at *4. Several other courts have adopted *Ortiz*, and dismissed
10 PAGA claims where, as here, there are a large number of allegedly aggrieved individuals whose
11 claims require individual assessments. See, e.g., *Litty v. Merrill Lynch & Co.*, 2014 WL
12 5904904, at *3 (C.D. Cal. 2014); *Bowers v. First Student, Inc.*, 2015 WL 1862914, at *4 (C.D.
13 Cal. 2015); see also *Stafford v. Dollar Tree Stores, Inc.*, 2014 WL 6633396, at *2–4 (E.D. Cal.
14 2014) (bifurcating trial of plaintiff’s claim from representative claims: “in light of the number
15 of potential aggrieved employees, judicial economy favors deferring the representative portion
16 of the PAGA claim”); *Amey v. Cinemark USA Inc.*, 2015 WL 2251504, at *16 (N.D. Cal. May
17 13, 2015). DS, ¶ 24. The risk of an unmanageable trial is heightened in a representative PAGA
18 claim because the burden of proof rests with the plaintiff to establish violations of the Labor
19 Code “with respect to each and every individual on whose behalf [they] seek[] to recover civil
20 penalties.” *Molina v. Dollar Tree Stores, Inc.*, 2013 U.S. Dist. LEXIS 138642, at *33-34 (C.D.
21 Cal. Aug. 9, 2013); *Hibbs-Rines v. Seagate Techs, LLC*, 2009 WL 513496, at *4 (N.D. Cal. Mar.
22 2, 2009). Moreover, in a PAGA case the plaintiff must prove liability with respect to “each and
23 every individual” through representative evidence – but without sacrificing the defendant’s due
24 process right to present proof of their affirmative defenses. *Elkins v. Superior Court*, 41 Cal. 4th
25 1337, 1357 (2007); *Walmart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2561 (2011); *Duran v. U.S.*
26 *Bank Nat’l Ass’n*, 59 Cal. 4th 1, 33-34 (2014). Plaintiff would be required to establish a violation
27 of the Labor Code in each pay period of each and every one of the approximately 143 employees.
28 The Court could find that this is an impractical task and require the PAGA Members to bring

1 individual claims instead of a PAGA representative claim.

2 18. The Parties further recognize that the issues presented in the Action are likely
3 only to be resolved with extensive and costly pretrial and trial proceedings, and that further
4 litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate
5 to the maximum potential benefits to the PAGA Members and Plaintiff from continued
6 litigation.

7 19. The settlement of the Action involves monetary relief to all PAGA Members,
8 Plaintiff, her attorneys, and the State of California.

9 20. Furthermore, Plaintiff recognizes that continued litigation presents significant
10 risks that support a significant downward departure from Plaintiff's estimated civil penalties
11 amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable
12 compromise amount for these claims and is in the best interest of Plaintiff and PAGA Members
13 and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir.
14 June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are fair, just,
15 reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in light of
16 the current economic climate, and are the product of good faith, and informed arms-length
17 negotiations between the Parties consistent with public policy and fully comply with applicable
18 provisions of law.

19 21. As such, the settlement of PAGA penalties in the gross sum of \$25,000.00, of
20 which 75% of the net amount after attorney's fees [\$8,333.33], attorney costs [\$1,641.25], and
21 settlement administrator fees [\$2,773.00], which is \$9,189.31 will be paid to the LWDA and
22 25%, which equates to \$3,063.11, will be distributed to the PAGA Members, is reasonable and
23 appropriate under the circumstances.

24 ***Plaintiff's Individual Settlement***

25 22. Plaintiff's individual settlement agreement was negotiated separate from the
26 PAGA settlement and the parties agreed that the consideration Plaintiff received pursuant to the
27 individual settlement agreement was to settle her individual claims. As part of this confidential
28 agreement, Plaintiff also provided Defendant with a general release of all claims, whether known
or unknown, including unknown claims covered by Civil Code Section 1542. Plaintiff has no

1 conflict of interest with the absent Aggrieved Employees and is adequate to represent the
2 Aggrieved Employees. Plaintiff's individual settlement includes her claims for wage and hour
3 violations, retaliation pursuant to Labor Code section 1102.5, and wrongful termination in
4 violation of public policy. Plaintiff's individual settlement was negotiated directly through
5 counsel by arms-length negotiations through email and over the telephone. While Plaintiff's
6 individual settlement agreement is confidential, the settlement amount was in the 4 figures and
7 did not in any way impact the amount allocated to the PAGA claims.

8 *Attorneys' Fees and Costs*

9 23. I represent Plaintiff on a straight contingency basis. My firm's request for
10 \$8,333.33 in attorney fees and \$1,641.25 in litigation costs is fair and reasonable. To date, I have
11 investigated and prosecuted this matter for approximately 20.5 hours, including drafting the
12 initial PAGA notice as well as the complaint; drafting formal discovery questions (including
13 extensive special interrogatories and requests for production of documents); conducting
14 extensive meet and confer efforts via letter as it relates to Defendants' discovery responses and
15 reviewing Defendants' document production, including wage and hour policies; providing
16 formal discovery responses on behalf of Plaintiff; engaging in deposition preparation,; sending
17 and receiving emails on the case with defense counsel, including substantive discussions and
18 settlement communications; sending the PAGA data to Plaintiff's expert for review/analysis and
19 reviewing the expert's findings/conclusions; reviewing Defendant's Motion for Summary
20 Adjudication and starting a formal opposition; and drafting this PAGA approval motion. I also
21 expect to perform additional work on this case if the Court grants final approval of the
22 Settlement, including supervision of the Settlement Administrator's disbursement of the
23 settlement funds to the Aggrieved Employees. "Empirical studies show that, regardless of
24 whether the percentage method or the lodestar method is used, fee awards in class actions
25 average around one-third of the recovery. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 47
26 fn. 11 (quoting *Shaw v. Toshiba America Information Systems, Inc.*_(E.D. Tex. 2000) 91
27 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug. 11, 2016) 1 Cal.5th 480,
28 503, 376 P.3d 672, 686 (holding that courts can use the percentage method for the calculation
of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience in cases

1 involving PAGA claims. This award is justified here because Plaintiff's counsel achieved a
2 strong result for the PAGA Members and the State while bearing the substantial burdens of
3 contingency representation.

4 24. In this case, the requested attorneys' fees will be also justified under the lodestar
5 method. My average hourly rate during this case was \$550.00/hour (12th and 13th year attorney).
6 At 20.5 hours, the attorney's fees would amount to approximately \$11,275.00. As such, my firm
7 has a total lodestar of approximately \$11,275.00, without the use of any multiplier, which results
8 in a multiplier of 1.353 when compared against the \$8,333.33 request for attorneys' fees.

9 25. My previous experience in litigating wage and hour actions also supports the
10 reasonableness of the fee request, as does the caliber of opposing counsel. My previous
11 experience in similar matters was integral in evaluating the strengths and weaknesses of the
12 case against Defendants and the reasonableness of the Settlement. Because it is reasonable to
13 compensate me commensurate with my skill, reputation, and experience, attorney's fees of
14 approximately one-third of the Gross Settlement Amount is reasonable. Likewise, the caliber
15 and experience of opposing counsel in labor and employment litigation, Anne McWilliams of
16 Zaller Law, supports the fairness and reasonableness of the requested fee award.

17 26. Plaintiff reiterates her request that the Court award her counsel one third of the
18 recovery as attorney fees. The award of attorney's fees sought is justified by the contingency
19 nature of the attorney-client relationship, my experience in litigating wage and hour cases, the
20 number of attorney hours spent on this lawsuit (with a negative multiplier), the high caliber of
21 defense counsel, the risks of non-payment and non-reimbursement, the delay in payment and
22 cost reimbursement, and the great results Plaintiff's Counsel has achieved for the Aggrieved
23 Employees.

24 27. The litigation costs expended to aid in the representation of the PAGA Members
25 include the following: lawsuit filing fee of \$462.27, PAGA initial filing fees of \$75.00; expert
26 data analysis fee of \$1,000.00, this motion's filing fee of \$61.54, and miscellaneous court filing
27 fees of \$42.33. All of these costs are documented and reasonably incurred.

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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Calyndra Davis (“Plaintiff”) and Defendants KAM Enterprises, Inc. and Leeza Braizer (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour Violations Against Defendants Captioned *Calyndra Davis, An Individual, Plaintiff, v. KAM Enterprises LLC DBA Farmer Boy, Leeza Jayne Brazier, et al*, initiated on September 18, 2022 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV17280.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former hourly paid or non-exempt individuals who performed work for Defendants, within the State of California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Zaller Law Group, PC
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$25,000 which is the total amount Defendants agrees to pay under the Settlement. the Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the

PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

- 1.12. "Judgment" means the judgment entered by the Court following approval of this PAGA Settlement Agreement.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means, Messrelian Law Inc., the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from May 25, 2021 to entry of judgment.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's November 19, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,941.67) and the 75% to LWDA (\$8,825.00) in settlement of PAGA claims.
- 1.23. "Plaintiff" means Calyndra Davis, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: KAM Enterprises LLC and Leeza Jayne Braizer and each of its/her former and present directors, officers, shareholders, owners, members, attorneys, agents, insurers, predecessors, successors, assigns, heirs, spouses, administrators, subsidiaries and affiliates.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendants" mean KAM Enterprises LLC and Leeza Jayne Braizer.

2. RECITALS.

2.1 On May 22, 2022, Plaintiff commenced this Action by filing a Complaint alleging multiple individual employment claims, a single cause of action under PAGA for Civil Penalties Pursuant to Labor Code Sections 2698 *et. seq.* for alleged violations of Labor Code Sections 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, and a cause of action for unfair competition under Business and Professions Code sections 17200 *et seq.* (the "Operative Complaint").

Defendants deny the PAGA allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the PAGA cause of action alleged.

2.2 Plaintiff gave timely written notice to Defendant KAM Enterprises LLC and the LWDA by sending the PAGA Notice.

2.3 Beginning in January 2023, the Parties exchanged settlement positions and statements and research and documentation, including a sampling of the Aggrieved Employees' time records and contracts, and Defendants' financial records. Following extended settlement discussions and document review the Parties reached this Agreement to settle the Action.

2.4 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3 MONETARY TERMS.

3.2 Gross Settlement Amount. Defendant KAM Enterprises LLC promises to pay \$25,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.3 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.3.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3% which is currently estimated to be \$8,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$2,000.00 Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court

approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.3.2 To the Administrator: An Administrator Expenses Payment not to exceed \$2,900.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,900.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$11,766.67 to be paid from the Gross Settlement Amount, with 75% (\$8,825.00 amount) allocated to the LWDA PAGA Payment and 25% (\$2,941.67) allocated to the Individual PAGA Payments.

3.3.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,941.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods, minus any employer sided taxes, which will be taken from the Gross Settlement Amount. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4 SETTLEMENT FUNDING AND PAYMENTS.

4.2 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 142 Aggrieved Employees who worked a total 1,109 of PAGA Pay Periods.

4.3 Aggrieved Employee Data. Within 20 days of the Effective Date, Defendants will confidentially deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the

Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.4 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.5 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.5.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.5.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.5.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee, following the rules of the California State Controller's Office - Unclaimed Property Fund with regard to transferring the value of the uncashed checks to the State.
 - 4.5.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer

any additional benefits or make any additional payments to the Aggrieved Employees beyond those specified in this Agreement. Furthermore, the receipt of Individual Settlement Payments by the Aggrieved Employees shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Aggrieved Employees and Defendants.

5 RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.2 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6 MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly

responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any and providing reports state and federal tax authorities, if any.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.5 ILYM Group, Inc will follow the rules of the California State Controller's Office - Unclaimed Property Fund with regard to transferring the value of the uncashed checks to the State. No later than 30 days after the check void date, ILYM Group, Inc will send the necessary paperwork to report the unclaimed funds will be sent to the California State Controller's Office – Unclaimed Property Fund, and thereafter will diligently communicate with the State Controller's Office and remit the unclaimed funds to the State Controller's Office under the applicable regulations and pursuant to the State Controllers' Office instructions.

- 8 **AGGRIEVED EMPLOYEE SIZE ESTIMATES.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 142 Aggrieved Employees who worked 1,109 Pay Periods during the PAGA Period.
- 9 **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.2 Defendants' Satisfaction of Obligations. Payment of the Gross Settlement Sum shall constitute Defendants' satisfaction of obligations under this Agreement.
- 10 **ADDITIONAL PROVISIONS.**
- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably

required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the settlement negotiations or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds,

Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MESSRELIAN LAW INC.
Harout Messrelian, Esq.
500 N. Central Ave., Suite 840
Glendale, California 91203
hm@messrelianlaw.com

To Defendants:

ZALLER LAW GROUP, PC
Anthony J. Zaller
azaller@zallerlaw.com
Anne McWilliams
amcwilliams@zallerlaw.com
999 N. Pacific Coast Highway, Suite 525
El Segundo, California 90245
Telephone: (323) 592-3505

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

 on (Aug 31, 2023 16:02 PDT)

Aug 31, 2023

Calyndra Daivs

Date

KAM Enterprises LLC
By: Leeza Jayne Braizer

Date

Leeza Jayne Braizer

Date

Calyndra Davis

Date

L. J. Braizer

KAM Enterprises LLC

08/24/2023

Date

By: Leeza Jayne Braizer

L. J. Braizer

Leeza Jayne Braizer

08/24/2023

Date

Mailing Date

NOTICE OF SETTLEMENT UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT

Name

Address

Dear NAME:

[case name],

Los Angeles County Superior Court Case No. _____

You are receiving the enclosed check in settlement of a lawsuit entitled [case name] Case No. _____. In the lawsuit, _____ (“Plaintiff”) pursued various claims against _____ (“Defendants”) under Labor Code § 2699 *et seq.*, the California Private Attorneys General Act of 2004 (“PAGA”). Defendants deny all of the allegations and liability for any claims in this case. The Court has approved the Settlement on behalf of the following employees (“Aggrieved Employees”): all current and former non-exempt employees of Defendants in California during the time period from _____ to _____ (the “PAGA Period”).

The enclosed check for \$_____ is your share of the Settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will be sent to the State Controller’s Office Unclaimed Property Fund in the name of the Aggrieved Employee.

As a result of the Settlement, all Aggrieved Employees and the California Labor and Workforce Development Agency (“LWDA”) have released Defendants and their present, former, or future parents, owners, subsidiaries, and any affiliated or related persons or entities and each of its officers, directors, employees, partners, shareholders, attorneys and agents, and any other predecessors, successors, assigns, or legal representatives from the following Released Claims: all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and/or Plaintiff’s PAGA notice to the LWDA and arising at any time during the PAGA Period, including but not limited to claims for PAGA penalties for violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2699 *et seq.* The Aggrieved Employees’ Released Claims are limited to claims for civil penalties under PAGA.

BY CASHING THE CHECK, THE EMPLOYEE IS NOT GIVING UP ANY RIGHT TO SUE FOR DAMAGES ARISING OUT OF ANY ALLEGED GRIEVANCES THAT THE EMPLOYEE HAS AGAINST THE EMPLOYER.

EXHIBIT 2

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within entitled action. My business address is 500 North Central, Suite 840, Glendale, California 91203.

On **October 20, 2023**, I served the foregoing document(s) described as **DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action by placing an ☐ original or ☒ true copies thereof in a sealed envelope and addressed as follows:

Anne McWilliams, Esq.

ZALLER LAW GROUP, PC

999 N. Pacific Coast Highway, Suite 525

El Segundo, CA 90245E

mail: amcwilliams@zallerlaw.com

**Attorneys for Defendants, KAM Enterprises
LLC; Leeza Jayne Brazier**

☐ **(BY MAIL)** I caused such envelope to be deposited in the mail at Glendale, California. The envelope was mailed with postage thereon fully paid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence from mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I caused such envelope to be delivered via overnight delivery to the addressee listed above.

☒ **(BY ELECTRONIC TRANSMISSION)** I transmitted the document(s) electronically to the person (s) at the email address(es) above. Transmission was reported as complete and without error.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I served the documents by the means described above on **October 20, 2023**.

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

Harout Messrelian
(TYPE OR PRINT NAME)


(SIGNATURE OF DECLARANT)