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

BAKIR FEJZIC, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

HOMETEAM PEST DEFENSE, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 37-2022-00031318-CU-OE-CTL

[Assigned for all purposes to the Hon. Richard S.
Whitney, Department C-68]

**DECLARATION OF KRISTEN M. AGNEW IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: February 2, 2024
Time: 10:30 a.m.
Dept: C-68

Reservation Number: 3015480

Complaint Filed: August 5, 2022
Trial Date: None

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff
4 Bakir Fejzic (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to
5 testify I could and would do so competently.

6 **PROCEDURAL HISTORY**

7 2. From the inception of the case, Plaintiff’s Counsel has zealously represented the
8 interests of the Aggrieved Employees.

9 3. On April 22, 2022, Plaintiff submitted written notice under Labor Code section
10 2699.3 (the “PAGA Notice”) to the California Labor and Workforce Development Agency
11 (“LWDA”) and Hometeam Pest Defense, Inc. (“Defendant”), alleging that Defendant violated
12 Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 246, 510, 512, 558, 1194, 1197,
13 1197.1 and 2802. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Notice.

14 4. As set forth in the PAGA Notice, Plaintiff contends that, as matter of policy and
15 practice, Defendant: (1) failed to pay minimum, regular and overtime wages for the time
16 employees spent watching training videos, completing Covid questionnaires and responding to
17 work-related calls during off-hours; (2) failed to pay meal and rest period premiums at an
18 employee’s regular rate of pay; (3) failed to pay sick pay wages at an employee’s regular rate of
19 pay; (4) failed to reimburse employees for the costs associated with the use of their person cell
20 phones for work-related purposes; and (5) as a result of the nonpayment or underpayment of
21 wages, failed to provide accurate wage statements and pay all earned wages upon separation of
22 employment.

23 5. On May 27, 2022, Plaintiff filed a putative class action against Defendant in the
24 matter of *Bakir Fejzic, et al. vs. Hometeam Pest Defense, Inc.*, San Diego County Superior Court
25 Case No. 37-2022-00020325-CU-OE-CTL (the “Class Action”). In the Class Action, Plaintiff
26 alleges that Defendant: (1) failed to properly pay minimum, regular, and overtime wages for all
27 hours worked, in violation of Labor Code sections 201, 202, 203, 204, 510, 1194, 1197, and
28 1197.1; (2) failed to pay meal and rest period premium at the regular rate of pay, in violation of

1 Labor Code sections 226.7 and 512; (3) failed to pay sick pay at the correct regular rate of pay,
2 in violation of Labor Code sections 201, 202, 203, 204 and 246; (4) failed to reimburse business
3 expenses, in violation of Labor Code section 2802; (5) failed to provide accurate itemized wage
4 statements, in violation of Labor Code section 226; and (6) engaged in Unfair Business Practices
5 in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

6 6. On August 5, 2022, Plaintiff filed a related representative PAGA action against
7 Defendant in the San Diego County Superior Court, Case No. 37-2022-00031318-CU-OE-CTL
8 (the “PAGA Action”). As set forth in the Complaint, Plaintiff asserts a single cause of action for
9 violation of California Labor Code section 2698, et seq., the Private Attorneys General Act
10 (“PAGA”), predicated on the alleged Labor Code violations set forth in the PAGA Notice.
11 Plaintiff seeks civil penalties under PAGA, as well as attorneys’ fees, and costs.

12 7. On October 11, 2022, Defendant filed an Answer in the PAGA Action. Defendant
13 disputes and denies Plaintiff’s allegations and claims asserted in the operative Complaint.

14 8. Counsel for Defendant informed me that Plaintiff was bound by an arbitration
15 agreement that contained a class action waiver and provided a copy of the arbitration agreement,
16 which I reviewed. In light of the arbitration agreement, Plaintiff agreed to the dismissal of the
17 Class Action without prejudice and to proceed with the PAGA Action. On November 10, 2022,
18 the Court approved the dismissal of the Class Action *without prejudice*.

19 **DISCOVERY & INVESTIGATION**

20 9. On November 8, 2022, Plaintiffs propounded written discovery, including Special
21 Interrogatories (Set One) and Requests for Production of Documents (Set One). The discovery
22 required Defendant to produce Plaintiff’s time and payroll records, Defendant’s commission and
23 non-discretionary bonus plans, as well as its policies and procedures relating to the calculation of
24 hours worked (including whether time spent watching training videos and/or tutorials is
25 compensable time), any requirement that employees complete a Covid-19 questionnaire, the
26 calculation of meal/rest period premiums, the calculation of sick pay wages, and the
27 reimbursement of work-related expenses. The discovery further required Defendant to provide
28 information relevant to the number of alleged aggrieved employees, the aggregate number of pay

1 periods worked by aggrieved employees, the number of pay periods in which aggrieved
2 employees worked at least one workweek in which he or she earned both non-discretionary
3 incentive pay and a meal/rest premium and the number of aggrieved employees who separated
4 employment.

5 10. Shortly after Plaintiff propounded the initial round of discovery, the Parties
6 agreed to redirect their efforts towards an early resolution of the PAGA Action and agreed to
7 participate in private mediation. In lieu of formal responses to the discovery, the Parties agreed
8 to the informal exchange of information leading up to mediation.

9 11. Defendant provided more than one hundred pages of documents, which included
10 Plaintiff's time and payroll records, Defendant's commission and non-discretionary bonus plans,
11 mobile device policy and employee handbook. Defendant also provided data points relating to
12 the number of aggrieved employees, the total number of pay periods worked by aggrieved
13 employees, the number of pay period in which aggrieved employees received the payment of
14 meal/rest period premiums, the number of pay period in which aggrieved employees received the
15 payment of sick pay wages, and the number of aggrieved employees who separated employment.

16 12. Based on the information provided by Defendant, I conducted a full penalties
17 analysis as to the value of the PAGA claims. I also investigated the applicable law as applied to
18 the facts discovered regarding Plaintiff's alleged claims and potential defenses thereto. Thus, I
19 entered mediation with a clear understanding of Defendant's maximum exposure.

20 **SETTLEMENT NEGOTIATIONS**

21 13. On June 7, 2023, the Parties engaged in a full-day mediation with mediator Mike
22 Young. As a result of the mediation, Plaintiff and Defendant reached the present settlement,
23 memorialized by a written Memorandum of Understanding ("MOU") fully executed on June 8,
24 2023.

25 14. The Parties subsequently negotiated and executed the Joint Stipulation of
26 Settlement and Release Under the Private Attorneys General Act ("Agreement" or "Settlement"),
27 a true and correct copy of which is attached herewith as **Exhibit 2**. The settlement discussions
28 were conducted at arm's length.

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20. Defendant has also agreed to not object to Plaintiff's request for a Enhancement Payment to Plaintiff in an amount not to exceed Five Thousand Dollars (\$5,000.00). *See* SA §§

1 B-10, C-8. Any portion of the Enhancement Payment to Plaintiff that is not approved by the
2 Court shall become part of the PAGA Penalties Fund. *See id.*

3 21. Finally, the Settlement Agreement provides for the payment of the fees and
4 expenses reasonably incurred by the Settlement Administrator. *See* SA § C-10. The Parties have
5 agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the
6 administration costs estimated to be Two Thousand Eight Hundred Fifty Dollars (\$2,850.00). *See*
7 *id.* at §§ B-20, C-10.

8 **PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA**

9 22. Assuming that the Court approves the Enhancement Payment to Plaintiff
10 (\$5,000), attorney's fees (\$16,666.66), actual litigation costs (\$11,895.90) and the Settlement
11 Administrator's costs (\$2,850.00), I estimate that the PAGA Penalties Fund will total
12 \$13,587.44. Seventy-Five percent of the PAGA Penalties Fund (approximately \$10,190.58) will
13 be paid to the LWDA for PAGA penalties. The remaining twenty-five percent (approximately
14 \$3,396.86) will be distributed to Aggrieved Employees.

15 23. The Individual Settlement Payments to each Aggrieved Employee will be based
16 on the total number of pay periods in which the employee worked during the PAGA Period. *See*
17 SA §§ C-2, C-5. This is fair, as it directly allocates greater penalties to individual Aggrieved
18 Employees who have allegedly suffered greater harm.

19 24. Based on the number of Aggrieved Employees, employees will be entitled to
20 recover, on average, up to approximately \$25.34 each. The amount any particular Aggrieved
21 Employee will be entitled to recover will be greater or lower than this average depending on the
22 number of pay periods in which the employee worked during the PAGA Period, with some
23 entitled to receive more, and others less. The Individual Settlement Payments to Aggrieved
24 Employees shall be categorized as penalties for tax purposes. *See* SA § C-6.

25 25. If any checks from the Settlement remain uncashed after 180 days, the Settlement
26 Administrator will distribute the funds represented by the uncashed checks to the following *cy*
27 *pres* recipient: Legal Aid at Work, a 501(c)(3) non-profit organization that provides legal
28 services to low-income families. *See* SA § D-5. The Parties warrant and represent that they do

not have a relationship, financial or otherwise, with the *cy pres* recipient. *See id.*

POTENTIAL CIVIL PENALTIES

26. Due to the discretionary nature of PAGA penalties, PAGA civil penalties are difficult to evaluate. Defendant has indicated that there are 3,003 pay periods in which Aggrieved Employees worked during the PAGA Period. Assuming that Plaintiff was to prevail on the merits of the PAGA claim, applying the standard penalty of \$100 per pay period yields \$300,300 in potential liability.

27. In the alternative, if the Court were to “stack” penalties, (*i.e.*, award multiple PAGA penalties for different Labor Code violations in the same pay period), the potential PAGA penalties could total as high as \$1,037,600:

Lab. Code Section	Violation	Pay Periods	PAGA Penalties
Labor Code §§ 510, 558 1194, 1197	Unpaid Minimum and Overtime Wages	3,003	\$300,300
Labor Code §§ 226.7 and 512	Meal and Rest Period Regular Rate Violation	444	\$44,400
Labor Code § 246	Sick Pay Regular Rate Violation	846	\$84,600
Labor Code § 226	Derivative Wage Statement Violation	3,003	\$300,300
Labor Code § 2802	Unpaid Reimbursement	3,003	\$300,300
Labor Code §§ 201, 202	Late Payment of Final Wages	77	\$7,700
TOTAL			\$1,037,600

FAIRNESS OF THE SETTLEMENT

28. The above penalty calculations assume that Plaintiff will prevail on the merits. Plaintiff would be required at trial to provide each Aggrieved Employee experienced a violation(s) of the Labor Code during every pay period in the PAGA Period. However, Plaintiff’s claims are contested.

1 29. **Unpaid Minimum and Overtime Wages.** Plaintiff contends that Defendant
2 required Aggrieved Employees to perform a wide array of uncompensated work related tasks.
3 More specifically, Plaintiff alleges that Defendant, as a matter of policy, mandates that: (1)
4 Aggrieved Employees watch training and tutorial videos as a part of the new hire orientation
5 process, without the payment of wages; (2) Aggrieved Employees use their personal cell phones
6 to receive and make work related calls during non-work hours; and (3) Aggrieved Employees use
7 their personal cell phones to complete a COVID-19 symptom screening questionnaire prior to
8 the start of each shift.

9 30. Defendant argues that the minimum wage and overtime claims are not suitable to
10 be adjudicated on a representative basis because its policies and training materials required
11 accurate recording of time and prohibited off-the-clock work. As articulated in the employee
12 handbook, Defendant's written policy strictly prohibits non-exempt employees from working off
13 the clock for any reason. Furthermore, all time spent working must be reported, including time
14 spent using electronic devices for work-related purposes. Defendant contends that during the on-
15 boarding process, employees are provided with a copy of the employee handbook and sign an
16 acknowledgement that they have read and understood the handbook. Citing to *Brinker*
17 *Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012) and its progeny, Defendant argues
18 that its liability is contingent on proof that Defendant knew or should have known that off-the-
19 clock work was occurring. In the absence of a uniform policy, Defendant contends that Plaintiff
20 will not be able to establish the requisite knowledge through common proof.

21 31. Defendant further represented that the Company stopped requiring employees to
22 utilize the COVID-19 symptom screening questionnaire by the end of June 2022. Additionally,
23 Defendant provided evidence that it calculated overtime premiums based on the regular rate of
24 pay.

25 32. **Meal and Rest Period Regular Rate Violation.** Plaintiff contends that
26 Defendant did not pay meal and rest period premiums at the regular rate of pay to Aggrieved
27 Employees. Aggrieved Employees earned non-discretionary incentive wages, such as
28 commissions and bonuses. As these items are non-discretionary forms of remuneration, they

1 should have been include in the regular rate of pay for purposes of paying meal and rest period
2 premium compensation. However, during workweeks when Aggrieved Employees earned non-
3 discretionary incentives and meal/rest period premiums, Defendant paid the premiums at the
4 employee's base rate of pay. I reviewed Plaintiff's time and payroll records, which were
5 produced by Defendant. His wage statements do not reflect the payment of a meal or rest period
6 penalties paid at the regular rate of pay.

7 33. Defendant maintains that it complied with the law, had lawful and compliant
8 practices, and provided Aggrieved Employees with duty-free meal and rest periods. Defendant
9 maintains, and provided confirming documentation, that it pays meal period premiums based the
10 regular rate of pay, not the employee's base hourly rate. According to Defendant, an adjudication
11 of the alleged meal and rest period regular rate violations would require individualized
12 assessments as to the circumstances of each missed, delayed or interrupted break. Defendant
13 argues that, even if Plaintiff was able to establish that some Aggrieved Employees experienced a
14 meal and/or rest period violation, such a claim would not be manageable. Defendant further
15 argues that, to the extent that some Aggrieved Employees were underpaid meal/rest period
16 premiums, Defendant modified its payroll practices in or around June 2021.

17 34. **Sick Pay Regular Rate Violation.** Plaintiff contends that Defendant did not pay
18 sick pay wages at the regular rate of pay, as required by the Healthy Workplaces, Healthy
19 Families Act of 2014, Cal. Lab. Code section 245 *et seq.* ("HWHFA"). Pursuant to the HWHFA,
20 "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the
21 regular rate of pay for the workweek in which the employee uses paid sick time, whether or not
22 the employee actually works overtime in that workweek." Cal. Lab. Code § 226(l)(1) (emphasis
23 added). Here, Plaintiff alleges that during workweeks where an Aggrieved Employees earned
24 incentive wages and sick pay earnings, Defendant paid the sick pay at the employee's base
25 hourly rate. Plaintiff contends that the sick pay should have been paid at the employee's regular
26 rate of pay, which includes all non-discretionary pay, such as incentive wages.

27 35. Defendant contests the sick pay claim on a number of grounds. Defendant
28 maintains that there is no private right of action to bring a paid sick pay claim. This argument

1 presents novel legal issues and there is substantial ground for difference of opinion as to the
2 remedies, if any, available to employees who have experienced a violation of the HWHFA.
3 Plaintiff's Counsel is unaware of the existence of any published California Court of Appeal
4 decision that grapples with this issue. There are a handful of unreported district court opinions,
5 including *Titus v. McLane Foodservice, Inc.*, which have held that only the Labor Commissioner
6 may recover penalties for a violation of HWHFA. 2016 WL 4797497. While *Titus* is by no
7 means controlling authority, the Court may look to it as a persuasive authority, despite Plaintiff's
8 contention that it was wrongly decided. Even had Plaintiff ultimately prevailed on the merits,
9 given the novelty of the legal questions it raised, Defendant may have sought immediate
10 appellate review through a writ or appeal. Additionally, Defendant argues that, to the extent that
11 some Aggrieved Employees were underpaid sick pay wages, Defendant modified its payroll
12 practices in or around June 2021 to ensure that sick time for nonexempt employees is calculated
13 based on a 90-day lookback pursuant to Labor Code section 246(l).

14 **36. Derivative Wage Statement Violation.** Plaintiff alleges a derivative wage
15 statement violation. As a result of the alleged underpayment and/or non-payment of wages to
16 Aggrieved Employees, Plaintiff contends that the wage statements omit information required by
17 Labor Code 226, including all applicable hourly rates and the total hours worked.

18 **37.** As argued by Defendant, Plaintiff's derivative wage statement violation is
19 vulnerable to a motion for summary judgment based on the weaknesses of the underlying
20 primary claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) (finding
21 that the employees did not suffer a violation under 226(a) where their wage statement cause of
22 action was derived from an underlying wage and hour violation for overtime).

23 **38. Unpaid Reimbursement.** Plaintiff alleges that Defendant required Aggrieved
24 Employees to use their personal cell phones for work related purposes, but did not reimburse
25 employees for the associated costs.

26 **39.** Defendant disputes the existence of a common policy that requires Aggrieved
27 Employees to use personal cell phones for work related purposes. Defendant produced
28 documents that generally support its position that employees are provided with all necessary

1 tools, including communication devices, in order to assist them in their required duties.

2 Defendant's written reimbursement policy also provides that employees will be reimbursed for
3 all necessary expenditures and reasonable costs incurred in the course of doing their jobs.

4 40. In negotiating the amount of the settlement, I took into account the strengths and
5 weaknesses of each alleged violation and the inherent uncertainty in the potential recovery in a
6 PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties
7 where "...if, based on the facts and circumstances of the particular case, to do otherwise, would
8 result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See* Cal. Labor Code
9 § 2699(e)(2). Assuming that Plaintiff prevailed on liability, under the facts of this case, I
10 appreciate the substantial risk that Defendant could present a persuasive argument to reduce the
11 amount of PAGA penalties at trial.

12 41. In this case, Defendant asserted that a substantial reduction in potential PAGA
13 penalties was warranted because: (1) even assuming that Plaintiff could establish the predicate
14 violations, the alleged violations were inadvertent; (2) Aggrieved Employees did not suffer
15 substantial economic harm as a result of the alleged violations of Labor Code; and (3) Defendant
16 modified its payroll practices prior receiving the PAGA Notice. Thus, Defendant contends that
17 no PAGA penalties were needed to punish or deter Defendant for its inadvertent behavior, much
18 less to deter it from committing any future violations that were completely foreclosed by its new
19 payroll practices.

20 42. I am also aware that Courts routinely award far less than the statutory maximum
21 amount of civil penalties, even where an underlying violation of the Labor Code is found. As
22 shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff
23 prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty
24 amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal.
25 App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper.
26 *Id.* at 539; *see O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal.,
27 2016). Thus, assuming that the Court uses *Carrington* as a benchmark and assesses PAGA
28 penalties of approximately 10% of the total maximum, a more realistic estimate of the maximum

PAGA penalties at issue—even with “stacking”—is \$103,760.

43. Here, based on the amounts explained above, Defendant's total exposure on the PAGA claims amounts to \$1,037,600. However, this figure assumes that the Court would award full PAGA penalties for each proven violation during a pay period. In the alternative, if the Court applies a single penalty per pay period, the PAGA penalties are reduced to \$300,300. Taking into account this reduced penalty calculation, the Gross Settlement Amount (\$50,000.00) amounts to approximately 16.65% of the total estimated liability. Settlement for this reduced value allows for the distribution of penalties in an amount which accounts for the risk of continued litigation, and Defendant's likely arguments that higher penalties would have been confiscatory.

44. Even though I strongly believe that Plaintiff can prevail at trial, given Defendant's potential defenses to the alleged violations at issue, the risks and costs of continued litigation, I believe that the Settlement is fair and reasonable. After taking into account sharply disputed factual and legal issues involved in this litigation, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation, I have concluded that settlement on the terms set forth in the Settlement Agreement is appropriate and in the best interests of Plaintiff and the Aggrieved Employees.

ATTORNEY EXPERIENCE

45. Diversity Law Group has a great deal of experience in wage and hour class action litigation and has been approved as class counsel in a number of class actions.

46. My qualifications are as follows: I was the 2003 recipient of the Spelman Presidential Scholarship to Emory University School of Law. During law school, I was a summer associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta office of the Equal Employment Opportunity Commission. I received my J.D. from Emory University in 2006 and was admitted to the California Bar in December 2006. Following law school, I was an associate at Sonnenschein from September 2006 to May 2009.

47. Since 2009, my primary area of practice has been employment litigation. I have practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then

1 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
2 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
3 companies in employment litigation in both state and federal courts, as well as before
4 government agencies, including the California Department of Labor. My practice included the
5 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair
6 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
7 also handled a number of wage and hour class actions.

8 48. While at Ogletree and Seyfarth, I served as the lead associate on a number of
9 wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County
10 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los
11 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance*
12 *Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles
13 County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los
14 Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business*
15 *Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa*
16 *Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No
17 CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale*
18 *Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro*
19 *Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

20 49. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
21 handling employment cases. I primarily represent employees.

22 50. I have been approved as class counsel in numerous other wage/hour class actions
23 that have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*
24 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;
25 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case
26 No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case
27 No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa
28 Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara

1 County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles
2 County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community*
3 *Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing*
4 *Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt*
5 *Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-
6 02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court
7 Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin
8 Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S.
9 District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v.*
10 *Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA;
11 *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court
12 Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court
13 Case No. 19CV341582.

14 51. I also second chaired two jury trials where I represented the prevailing defendant.
15 Both cases involved employees who brought claims against their former employers pursuant to
16 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,
17 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*
18 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909. More
19 recently, I was lead trial counsel on a PAGA bench trial, in which the plaintiff was the prevailing
20 party.

21 **ATTORNEYS' FEES AND LITIGATION COSTS**

22 52. At the time the Parties negotiated the Settlement Agreement, I did not have a final
23 tally of the litigation costs incurred to date. As such, the Parties included a maximum amount
24 that could be attributed to costs under the settlement. To date, Diversity Law Group has incurred
25 costs in the amount of \$11,895.90 for litigation related expenses, including filing fees, postage,
26 copying, court reporter fees and mediation. Attached hereto as **Exhibit 3** is a true and correct
27 copy of the cost report.

28 53. To date, I have incurred approximately 50.40 hours in connection with the

litigation of this lawsuit. Attached hereto as **Exhibit 4** is a summary of the hours I have incurred to date.

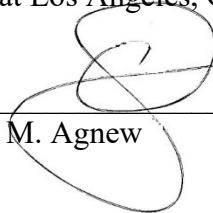
54. The total lodestar for my hours will be approximately \$35,280 based on an hourly rate of \$700.00 per hour. Since at least 2017, I have been approved at an hourly rate of \$650.00 per hour by various Courts, in a number of matters, including: *Antonio Becerra-Mata v. PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa Clara County Superior Court Case No. 17CV306751. More recently, I have been approved at an hourly rate of \$700.00 per hour by the following courts: *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191; and *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139.

NOTICE TO LWDA

55. Concurrent with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit 5** is a true and correct copy of proof of submission of the settlement documents to the LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

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

Executed on this 7th day of September 2023, at Los Angeles, California.



Kristen M. Agnew

EXHIBIT 1

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FACSIMILE (213) 488-6554

April 21, 2022

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Fejzic v. HomeTeam Pest Defense, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, HomeTeam Pest Defense, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197 and 1197.1 by not paying me and other similarly situated aggrieved employees minimum, regular, and overtime wages. Specifically, prior to the start of each shift, we were required to use our personal cell phones and fill out Covid questionnaires, which were done off-the-clock. In addition, other similarly situated aggrieved employees and I were routinely required to respond to work-related phone calls on our personal cell phones during our off-hours, without the payment of any wages. Further, other similarly situated aggrieved employees and I were required to watch training videos and tutorials after we were hired, without the payment of any wages. As a result of all such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the unpaid wages and Labor Code § 226(a) as the wage rates, total hours worked, and net/gross wages earned shown on the wage statements were inaccurate due to the violations set forth above.

2. Violated Labor Code §§ 226.7 and 512 by failing to pay me and other similarly situated aggrieved employees our meal and rest period premium pay at our regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's **regular rate** of compensation for each workday that the meal or rest or recovery period is not provided." Throughout our employment with the Company, other non-exempt employees and I earned non-discretionary remuneration, including, but not limited to commissions, bonuses and incentives. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our meal and rest period premium pay. However, whenever the Company paid me and other employees our meal and rest period premium pay during periods in which we earned this non-discretionary remuneration, the meal and rest period premium was always paid at our base rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon

April 21, 2022

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separation of employment due to the underpaid meal and rest break premiums and Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

3. Violated Labor Code §§ 201-204 and 246 by failing to pay all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to commissions, bonuses and incentives, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

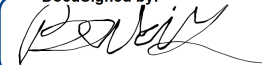
4. Violated Labor Code § 2802 by failing to reimburse all cell phone expenses incurred by me and other similarly situated aggrieved employees. Specifically, despite being required to use our personal cell phones for work-related purposes as described above, the Company did not reimburse us for the expenses we incurred for using our personal cell phones.

The address for the Company is:

HomeTeam Pest Defense, Inc.
2170 Piedmont Road NE
Atlanta, GA 30324

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

3F05ABFB6634848F...
Bakir Fejzic

cc: HomeTeam Pest Defense, Inc. (by certified mail)

EXHIBIT 2

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

BAKIR FEJZIC, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

HOMETEAM PEST DEFENSE, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 37-2022-00031318-CU-OE-CTL

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, *ET SEQ.***

1 This Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”) under the
2 Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”), is made by and
3 between Bakir Fejzic (“Fejzic” or “Plaintiff”), individually and as representative on behalf of Aggrieved
4 Employees as further defined herein and the State of California, and Hometeam Pest Defense, Inc.
5 (“Hometeam” or “Defendant”). Fejzic and Hometeam are collectively referred to herein as the “Parties”
6 and may be individually referred to as a “Party.”

7 **A. FACTUAL BACKGROUND**

8 1. This Settlement is made and entered into by and between Plaintiff and Defendant, and is
9 subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly
10 acknowledge that this Agreement is entered into solely for the purpose of compromising significantly
11 disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.
12 Defendant denies that it is liable to Plaintiff or the Aggrieved Employees and denies that it has violated
13 any law.

14 2. On April 22, 2022, Plaintiff filed a notice with the Labor & Workforce Development
15 Agency (“LWDA”) alleging that Defendant violated Labor Code sections 201, 202, 203, 204, 226,
16 226.2, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2802 (“PAGA Notice”).

17 3. On August 5, 2022, Plaintiff filed a Representative Action Complaint for Violation of
18 Labor Code Section 2698 *et. seq.* (the “Complaint”) in the matter of *Bakir Fejzic v. HomeTeam Pest*
19 *Defense, Inc.*, San Diego Superior Court Case No. 37-2022-00031318 (the “Action”). As set forth in the
20 Complaint, Plaintiff seeks civil penalties predicated on Defendant’s alleged violation of Labor Code
21 sections 201, 202, 203, 204, 226, 226.2, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2802.

22 4. On October 11, 2022, Defendant filed an Answer denying all allegations in the Action
23 and all claims of any wrongdoing whatsoever by Defendant or any of its parents, subsidiaries, affiliates,
24 divisions, agents, servants, or employees for any claims.

25 5. The Parties attended mediation on June 7, 2023, with mediator Mike Young. The Parties
26 reached a settlement of the Action during mediation.

27 6. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore
28 believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle,

1 compromise, and discharge all disputes and claims arising from or relating to the Action.

2 **B. DEFINITIONS**

3 1. “Action” means *Bakir Fejzic v. Hometeam Pest Defense, Inc.*, filed on August 5, 2022, in
4 the Superior Court of California, County of San Diego, Case No. 37-2022-00031318-CU-OE-CTL.

5 2. “Aggrieved Employees” means all current and former California non-exempt employees
6 who worked at least one pay period for HomeTeam in California at any time during the PAGA Period.

7 3. “Agreement” or “Settlement” means this Joint Stipulation of Settlement and Release.

8 4. “Plaintiff’s Counsel” means Larry W. Lee, Kristen M. Agnew and Nicholas Rosenthal of
9 Diversity Law Group, P.C.

10 5. “Complaint” means the operative Representative Action Complaint for Violation of
11 Labor Code Section 2698 *et. seq.* in this Action.

12 6. “Court” means the San Diego County Superior Court of California.

13 7. “Defendant” or “Hometeam” mean Hometeam Pest Defense, Inc.

14 8. “Defense Counsel” or “Counsel for the Defendant” means: Ryan D. Wheeler, Lyle M.
15 Chan and Nelly Pineda of Fisher & Phillips LLP.

16 9. “Effective Date” means the date on which the Superior Court or any Party hereto serves
17 notice of entry of the Superior Court’s order and judgment approving the Settlement.

18 10. “Enhancement Payment” means the amount that the Court authorizes to be paid to
19 Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in
20 assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement,
21 the Parties agree that Plaintiff shall be paid up to Five Thousand Dollars (\$5,000.00). The Enhancement
22 Payment will be paid from the Gross Settlement Amount. It is understood by Plaintiff that the Court has
23 final discretion in any Enhancement Payment.

24 11. “Gross Settlement Amount” means the gross amount of Fifty Thousand Dollars
25 (\$50,000.00) to be paid by Defendant as provided by this Agreement to fully and finally settle, resolve,
26 and conclude this Action as to Released Parties, as providing under this Agreement, without any
27 admission of fault or liability. The Gross Settlement Amount includes all Individual Settlement
28 Payments to Aggrieved Employees, payment to the LWDA, the Enhancement Payment to Plaintiff,

1 Settlement Administration Costs, and Attorneys Fees and Costs.

2 12. "Individual Settlement Payment" means the amount payable from the Net PAGA
3 Payment to each Aggrieved Employee.

4 13. "PAGA Penalties Fund" means the balance of the Gross Settlement Amount remaining
5 after deduction of the approved Enhancement Payment to Plaintiff, Attorneys' Fees and Costs, and
6 Settlement Administration Costs

7 14. "PAGA Period" means the period of May 27, 2021, to July 1, 2023.

8 15. "Parties" means Plaintiff and Defendant, together.

9 16. "Plaintiff" means Bakir Fejzic.

10 17. "Released Claims" means all claims, rights, demands, liabilities and causes of action for
11 civil penalties under the PAGA based on the factual allegations pled in the operative complaint in the
12 Action, with respect to the following claims: (a) failure to pay minimum, regular, and overtime wages
13 for all hours worked, in violation of Labor Code sections 201, 202, 203, 204, 510, 1194, 1197, and
14 1197.1; (2) failing to pay meal and rest period premium at the correct regular rate of pay, in violation of
15 Labor Code sections 201, 202, 203, 226.7 and 512; (3) failing to pay sick pay at the correct regular rate
16 of pay, in violation of Labor Code sections 201, 202, 203, 204, and 246; (4) failing to reimburse
17 business expenses, in violation of Labor Code section 2802; and (5) failing to provide accurate itemized
18 wage statements, in violation of Labor Code section 226.

19 18. "Released Parties" means Defendant and any and all past and present parents, affiliated
20 companies, subsidiaries, divisions, predecessors, successors, subsidiaries of Hometeam, and each of
21 their respective past, present, and future parents, affiliated companies, subsidiaries, divisions,
22 predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers,
23 reinsurers and assigns and each of their past, present and future officers, investors, directors, executives,
24 trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the
25 Released Parties, and any other persons or entities acting on behalf of or in concert with any of the
26 foregoing.

27 19. "Settlement Administration Costs" means the fees and expenses reasonably
28 incurred by the Settlement Administrator as a result of the procedures and processes expressly

required for completion of the settlement and by this Agreement, which are estimated at Two Thousand Eight Hundred Fifty Dollars and Zero Cents (\$2,850.00). Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the PAGA Penalties Fund.

20. “Settlement Administrator” means Phoenix Settlement Administrators.

C. PAYMENT OF CONSIDERATION

1. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement Payments; (2) Attorneys’ Fees and Costs; (3) Enhancement Payment; (4) Settlement Administration Costs; and (5) payment to the LWDA. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Payment shall be made to the Settlement Administrator for disbursement in accordance with the Court’s order and judgment approving the PAGA Settlement.

2. Escalator Clause. The Gross Settlement Amount was calculated with, and is premised on, Defendant’s representation that Aggrieved Employees worked approximately 3,003 pay periods in California during the PAGA Period (“Affected Pay Periods”). If the actual number of Affected Pay Periods is ten percent (10%) or more above the 3,003 as represented by HomeTeam (i.e., if there 3,204 or more Affected Pay Periods), HomeTeam will have the option to increase the Gross Settlement Amount in proportion to the increase in Affected Pay Periods, or alternatively will have the option to shorten the PAGA Period set forth herein in order to bring the total number of Affected Pay Periods within the 10% buffer. Defendant shall also be responsible for any settlement administration costs of this additional payment, which will not be taken out of the additional payment but will be separately be paid for.

3. Funding of the Gross Settlement Amount. In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), within fifteen (15) business days of the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator who shall place that sum into a Qualified Settlement Fund (“QSF”). The QSF shall be an interest-bearing account established by the Settlement

1 Administrator at a federally-insured bank that is mutually acceptable to the Parties and the Settlement
2 Administrator. The funds in the QSF shall be invested either in short-term U.S. Treasury securities with
3 maturity dates of less than 90 days at the time of deposit, or in an SEC-registered money market fund
4 investing exclusively in U.S. Treasury securities with average maturities of less than 90 days and rated
5 AAA by Standard & Poor's. The Parties agree that the QSF is intended to be a "Qualified Settlement
6 Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. §
7 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. With respect to the
8 QSF, the Settlement Administrator shall: (1) open and administer the Settlement Account in such a
9 manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under
10 Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state, and
11 local income and other tax reporting, return, and filing requirements with respect to the QSF, and any
12 interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any
13 estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the QSF,
14 and (ii) fees, expenses and costs incurred in connection with the opening and administration of the QSF
15 and the performance of its duties and functions as described in this Agreement. The aforementioned
16 taxes, fees, costs, and expenses shall be treated as, and shall be, included in the costs of administering
17 the QSF and as Claims Administration Expenses. The Parties and the Settlement Administrator shall
18 treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as
19 set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the
20 appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the
21 Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions
22 of this Section.

23 4. Allocation of the PAGA Penalties Fund. The PAGA Penalties Fund shall be used to
24 satisfy Individual Settlement Payments to Aggrieved Employees and payment to the LWDA in
25 accordance with the terms of this Agreement. The PAGA Penalties Fund is the maximum amount that
26 will be available for distribution to the LWDA and Aggrieved Employees in full satisfaction of all
27 Released Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties Fund will be
28 paid to the LWDA, and the remaining twenty-five percent (25%), will be paid to all Aggrieved

Employees ("Net PAGA Payment").

5. Calculation of Individual Settlement Payment. The Settlement Administrator shall calculate the Individual Settlement Payments by dividing the Net PAGA Payment by the total number of Affected Pay Periods. That value will then be multiplied by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. Aggrieved Employees are entitled to 100% of the Net PAGA Payment.

6. Tax Treatment of Individual Settlement Payment. All Individual Settlement Payments shall be allocated as 100% as penalties. The amount of payments shall be reported on an IRS Form 1099 (to the extent required by law) by the Settlement Administrator and shall not be subject to local, state or federal tax withholdings.

7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

8. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment of up to Five Thousand Dollars (\$5,000.00) to Plaintiff. The Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment as an Aggrieved Employee. It is understood by Plaintiff that the Court has final discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Enhancement Payment and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiff shall be added to the PAGA Penalties Fund and shall be distributed to Aggrieved Employees as provided in this Agreement.

9. Attorneys' Fees and Costs: In full satisfaction of all claims Plaintiff may have for

attorneys' fees, litigation costs, and expenses arising out of the Action, Defendant agrees that Plaintiff's Counsel may apply to the Court for an amount of reasonable attorneys' fees not to exceed Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty-Six Cents (\$16,666.66) and will request actual costs, up to a maximum of Fifteen Thousand Dollars (\$15,000.00) ("Attorneys' Fees and Costs"), pursuant to PAGA, which provides for the recovery of attorneys' fees and costs, which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel reflecting the awarded attorneys' fees, costs, and expenses. The Parties understand that the Court makes the final determination on the award of Attorneys' Fees and Costs, and that any portion of these amounts not awarded as Attorneys' Fees and Costs shall be added to the PAGA Penalties Fund and distributed to Aggrieved Employees and LWDA as provided in this Agreement.

10. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at Two Thousand Eight Hundred Fifty Dollars and Zero Cents (\$2,850.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuance of Form 1099 IRS forms, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the PAGA Penalties Fund and shall be distributed to Aggrieved Employees and the LWDA as provided in this Agreement.

D. ADMINISTRATION OF SETTLEMENT

1. Approval of PAGA Settlement. Plaintiff's Counsel shall request the entry of an order granting approval of the Settlement, which shall include findings and orders: (i) approving the Settlement, (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the State of California, (iii) reciting the release terms, (iv) directing that the Settlement's terms and provisions be carried out; (v) entering final judgment in accordance with this Agreement and without further fees or costs to any party except as expressly set forth in this Agreement; and (vi) retaining jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders. Plaintiff's motion shall be unopposed by Defendant, unless Plaintiff's approval motion seeks relief

inconsistent with or not specified by this Agreement. In such event, Defendant reserves the right to address any assertions that are not contained in this Agreement.

2. Settlement Administration. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Calculate the Individual Settlement Payment to be paid to each Aggrieved Employee in accordance with the terms and provisions of this Agreement;
- c. Print and issue Individual Settlement Payment checks;
- d. Verify the last known address for each Aggrieved Employee through a generally utilized, national address update database prior to mailing the Individual Settlement Payment check;
- e. Disburse any awards of costs and attorneys' fees and the Enhancement Payment;
- f. Prepare and issue 1099 Forms; and
- g. Perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

3. Delivery of the Aggrieved Employee List and Data. Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a Microsoft Office Excel spreadsheet and shall include each Aggrieved Employee's: full name; employee number; most recent mailing address; social security number; and the number of Affected Pay Periods worked by the employee during the PAGA Period.

4. Timing of Distribution. Within ten (10) calendar days after the payment of the entire Gross Settlement Amount, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

5. Mailing of Individual Settlement Payments to Aggrieved Employees: The Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter attached hereto as Exhibit A. Checks will remain negotiable for

1 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent
2 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented
3 by settlement checks that remained un-cashed for more than 180 days after issuance shall be paid out
4 pursuant to California Code of Civil Procedure section 384 to the following *cy pres* recipient: Legal Aid
5 at Work.

6 **E. RELEASE OF CLAIMS**

7 6. Release of Claims by Aggrieved Employees Upon the payment of the Gross Settlement
8 Amount by Defendant, Plaintiff and all Aggrieved Employees, hereby do and shall be deemed to have
9 fully and finally released and discharged the Released Parties from all Released Claims that that arose
10 during the PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting
11 therefrom. It is understood and agreed that this Agreement neither releases the Released Parties from
12 liability, if any, to Aggrieved Employees for violations of any predicate statutes other than PAGA, nor
13 effects a waiver of claims by Aggrieved Employees against the Released Parties for any individual wage
14 and hour claims.

15 7. No Right to Opt-Out. The Parties agree there is no statutory right for any Aggrieved
16 Employee to opt out or otherwise exclude himself or herself from the Settlement.

17 8. General Release and Waiver of Claims by Plaintiff. As a condition to obtaining the
18 Enhancement Payment provided for herein, Plaintiff (on behalf of himself and his spouse, heirs,
19 executors, administrators, trustees, and/or permitted assigns) also agrees to a general release of any and
20 all claims against Releasees—which shall include without limitation any and all claims which in any
21 way relate to his employment with Defendant or termination thereof, under State or Federal law, in tort,
22 common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited
23 to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any
24 Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act,
25 omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution
26 hereof. Plaintiff further expressly waives and relinquishes, to the fullest extent permitted by law, the
27 provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: “**A general**
28 **release does not extend to claims which the creditor or releasing party does not know or suspect to**

1 exist in his or her favor at the time of executing the release, which if known by him or her must
2 have materially affected his or her settlement with the debtor or released party.”

3 9. No Additional Attorneys’ Fees or Costs. The Parties agree to bear their own attorneys’
4 fees and costs related to this Action except as specifically provided in this Agreement with respect to
5 Attorneys’ Fees and Cost.

6 **F. MISCELLAENOUS**

7 1. Tax Liability. Defendant, Defendant’s counsel, the Settlement Administrator, and
8 Plaintiff’s Counsel make no representation as to the tax treatment or legal effect of the payments called
9 for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation,
10 or calculation by Defendant, Defendant’s counsel, Plaintiff’s Counsel, or by the Settlement
11 Administrator in this regard. Plaintiff and Aggrieved Employees understand and agree that they will be
12 solely responsible for the payment of any and all taxes and penalties assessed on their respective
13 payments described herein and will defend, indemnify, and hold Defendant, Defendant’s counsel,
14 Plaintiff’s Counsel and the Settlement Administrator free and harmless from and against any claims
15 resulting from treatment of such payments as non-taxable penalties/damages.

16 2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
17 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
18 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
19 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
20 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
21 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL
22 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
23 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
24 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
25 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL
26 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
27 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
28 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY

1 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
2 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
3 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
4 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
5 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
6 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
7 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
8 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
9 BY THIS AGREEMENT.

10 3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
11 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
12 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
13 action or right herein released and discharged. None of the rights, commitments, or obligations
14 recognized under this Agreement may be assigned by any Party, Plaintiff's Counsel, or Defense Counsel
15 without the express written consent of each Party. Plaintiff expressly warrants that Plaintiff has not
16 transferred to any person or entity any right or cause of action, or claim released by this Agreement.

17 4. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
18 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
19 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
20 and the Parties will be returned to their original respective positions.

21 5. Continued Jurisdiction. After entry of the judgment, the Court will have continuing
22 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
23 Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as may be
24 appropriate under court rules or as set forth in this Settlement.

25 6. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
26 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
27 binding on the Parties.
28

1 7. Amendment or Modification. This Settlement Agreement may be amended or modified
2 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
3 Parties.

4 8. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
6 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
7 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
8 this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to
9 effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or
10 content of any document needed to implement the Settlement, or on any supplemental provisions that
11 may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of
12 the Court to resolve such disagreement.

13 9. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
14 and inure to the benefit of, the successors or assigns of the Parties hereto.

15 10. California Law Governs. All terms of this Settlement Agreement and Exhibit A will be
16 governed by and interpreted according to the laws of the State of California.

17 11. Execution and Counterparts. This Agreement is subject only to the execution of all
18 Parties. However, the Agreement may be executed in one or more counterparts. All executed
19 counterparts and each of them, including facsimile and scanned copies of the signature page, will be
20 deemed to be one and the same instrument provided that counsel for the Parties will exchange among
21 themselves original signed counterparts.

22 12. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
23 Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
24 Settlement after arm's-length negotiations. The Parties further acknowledge that they are each
25 represented by competent counsel and that they have had an opportunity to consult with their counsel
26 regarding the fairness and reasonableness of this Settlement.

27 13. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
28 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with

1 applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any
2 provision of this Agreement is or becomes invalid or unenforceable in any respect, the validity and
3 enforceability of the remaining provisions contained herein shall not be affected.

4 14. Captions. The captions and section numbers in this Agreement are inserted for the
5 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
6 provisions of this Agreement.

7 15. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
8 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
9 further waiver by such party of the same or any other condition, covenant, right or remedy.

10 16. Enforcement Action. In the event that one or more of the Parties institutes any legal
11 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
12 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
13 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
14 expert witness fees incurred in connection with any enforcement actions.

15 17. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
16 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
17 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of
18 the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all
19 Parties have contributed to the preparation of this Agreement.

20 18. Representation by Counsel. The Parties acknowledge that they have been represented by
21 counsel throughout all negotiations that preceded the execution of this Agreement, and that this
22 Agreement has been executed with the consent and advice of counsel, and reviewed in full.

23 19. Binding Agreement. The Parties warrant that they understand and have full authority to
24 enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding
25 on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce
26 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
27 federal or state law.
28

20. Denial of Liability. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith, including, without limitation, by Defendant should any party seek relief against any of the Released Parties on any Released Claims.

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: 8/16/2023

PLAINTIFF BAKIR FEJZIC

DocuSigned by:

Bakir Fejzic

3F05ABFB634840F...

Plaintiff Bakir Fejzic

DATED: 8/2/23

DEFENDANT HOMETEAM PEST DEFENSE, INC.

Lisa Knotter Simpson

Lisa Knotter Simpson

Please Print Name of Authorized Signatory

APPROVED AND ACKNOWLEDGED

DATED: 8/16/2023

DIVERSITY LAW GROUP, P.C.

DocuSigned by:



EB4A5E2CC41E48E

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiff and the Aggrieved Employees

DATED: August 4, 2023

FISHER & PHILLIPS, LLP



Ryan D. Wheeler

Lyle M. Chan

Attorneys for Defendant Hometeam Pest Defense, Inc.

EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: *Bakir Fejzic v. HomeTeam Pest Defense, Inc.*
San Diego Superior Court Case No. 37-2022-00031318

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Bakir Fejzic v. HomeTeam Pest Defense, Inc.*, San Diego Superior Court Case No. 37-2022-00031318 (the "Action").

Bakir Fejzic ("Named Plaintiff") filed the Action against HomeTeam Pest Defense, Inc. ("HomeTeam") pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA"). Named Plaintiff brought the Action on behalf of the State of California and all current and former California non-exempt employees who worked at least one pay period for HomeTeam in California at any time during the period of May 27, 2021 onward. You have been identified as one of the individuals on whose behalf the case was brought.

The Named Plaintiff in the Action claimed that HomeTeam owed penalties under PAGA for alleged violations of the California Labor Code. More specifically, the Named Plaintiff alleged that HomeTeam: (i) failed to pay minimum, regular and overtime wages for the time employees spent watching training videos, completing Covid questionnaires and responding to work-related calls during off-hours; (ii) failed to pay meal and rest period premiums at an employee's regular rate of pay; (iii) failed to pay sick pay wages at an employee's regular rate of pay; (iv) failed to reimburse employees for the costs associated with the use of their person cell phones for work-related purposes; and (v) as a result of the non-payment or underpayment of wages, HomeTeam failed to provide accurate wage statements and pay all earned wages upon separation of employment.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount the parties agreed to. The settlement provides for a cash payment by HomeTeam in the amount of \$50,000 ("Gross Settlement Amount"). After deducting the service award to Plaintiff (\$5,000), attorneys' fees (\$16,666.66), actual litigation costs (\$TBD) and the Settlement Administrator's costs (\$2,850.00) from the Gross Settlement Amount, the remaining balance represents the PAGA Penalties Fund.

The Court has approved a PAGA Penalties Fund in the amount of \$ TBD. By statute, seventy-five percent of the PAGA Penalties Fund (\$TBD) goes to the State of California's

1 Labor and Workforce Development Agency. The remaining twenty-five percent (\$TBD) will
2 be paid to the individuals who were allegedly affected by the Labor Code violations at issue in
3 the case. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil
4 penalties.

5 You are not a party to this lawsuit, but you and the government will be bound by the
6 judgment in this matter as to civil penalties. As such, you will be giving up or “releasing”
7 HomeTeam from all PAGA claims predicated on the alleged violation of Labor Code sections
8 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1194, 1197, 1197.1 and 2802 that arose during
9 the period of May 27, 2021 to July 1, 2023.

10 HomeTeam maintains that it complied with the requirements of the California Labor
11 Code and denies that it owes any penalties. In agreeing to this settlement, HomeTeam does not
12 admit that it is liable in any way to current or former employees.

13 Should you have any questions regarding the settlement, the contact information for the
14 attorneys representing the Named Plaintiff is:

15 DIVERSITY LAW GROUP, P.C.

16 Larry W. Lee

17 Kristen M. Agnew

18 Nicholas Rosenthal

19 515 S. Figueroa Street, Suite 1250

20 Los Angeles, CA 90071

21 Telephone: (213) 488-6555

22 lwlee@diversitylaw.com

23 kagnew@diversitylaw.com

24 nrosenthal@diversitylaw.com

25 Sincerely,

26 [NAME AND TITLE OF SIGNATORY]

EXHIBIT 3

9/7/2023
3:47 PM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Fejzic, Bakir v. Home CA
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
71553	EXP	Mariana Becerra	1	75.00	75.00
4/22/2022		Court fees			
WIP		Fejzic, Bakir v. Home CA			
LWDA					
71945	EXP	Olympia	2	0.25	0.50
4/30/2022		Photocopies			
WIP		Fejzic, Bakir v. Home CA			
Photocopies					
71946	EXP	Olympia	1	6.13	6.13
4/30/2022		Postage			
WIP		Fejzic, Bakir v. Home CA			
Postage					
71859	EXP	Erika Mejia	1	1490.20	1490.20
5/31/2022		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - Complaint					
72389	EXP	Erika Mejia	1	76.85	76.85
6/13/2022		Atty Service			
WIP		Fejzic, Bakir v. Home CA			
Attorney Service - Complaint Service					
72266	EXP	Erika Mejia	1	12.87	12.87
6/27/2022		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - POS of Summons					
72688	EXP	Erika Mejia	1	1490.20	1490.20
8/8/2022		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - Complaint					
72987	EXP	Erika Mejia	1	73.10	73.10
8/23/2022		Atty Service			
WIP		Fejzic, Bakir v. Home CA			
Attorney Service - Complaint Service					

9/7/2023
3:47 PM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
73059	EXP	Olympia	12	0.25	3.00
8/31/2022		Photocopies			
WIP		Fejzic, Bakir v. Home CA			
Photocopies					
73060	EXP	Olympia	1	1.68	1.68
8/31/2022		Postage			
WIP		Fejzic, Bakir v. Home CA			
Postage					
72905	EXP	Erika Mejia	1	12.87	12.87
9/8/2022		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - POS of Summons					
73170	EXP	Erika Mejia	1	14.93	14.93
10/4/2022		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - Notice of Related Case					
73171	EXP	Erika Mejia	1	12.87	12.87
10/4/2022		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - Notice of Related Case					
73689	EXP	Olympia	4	0.25	1.00
10/31/2022		Photocopies			
WIP		Fejzic, Bakir v. Home CA			
Photocopies					
73690	EXP	Olympia	1	0.57	0.57
10/31/2022		Postage			
WIP		Fejzic, Bakir v. Home CA			
Postage					
73644	EXP	Erika Mejia	1	37.58	37.58
12/1/2022		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - Stip					
73986	EXP	Erika Mejia	1	12.87	12.87
1/5/2023		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - CMS					
74229	EXP	Valeria Tril	1	20.54	20.54
1/19/2023		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - Notice of Remote Appearance					

9/7/2023
3:47 PM

DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
75126	EXP	Olympia	1	8375.00	8375.00
5/15/2023		Arbitrators			
WIP		Fejzic, Bakir v. Home CA			
Judicate West Mediation					
75355	EXP	Erika Mejia	1	39.07	39.07
6/6/2023		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - Stipulation					
76018	EXP	Erika Mejia	1	39.07	39.07
8/28/2023		Court fees			
WIP		Fejzic, Bakir v. Home CA			
OneLegal - Stip					
76023	EXP	Kristen Agnew	1	100.00	100.00
8/29/2023		Court fees			
WIP		Fejzic, Bakir v. Home CA			
Filing Fees					
Grand Total					
			Billable	0.00	11895.90
			Unbillable	0.00	0.00
			Total	0.00	11895.90

EXHIBIT 4

Bakir Fejzic v. Hometeam Pest Defense, Inc.

San Diego County Superior Court Case No. 37-2022-00031318-CU-OE-CTL

Kristen Agnew Time and Task Chart

<u>HOURS</u>	<u>DESCRIPTION OF WORK</u>
4.60	Review client intake notes; analysis and research re theories of liability; draft memorandum to file re same; conference with co-counsel re same.
2.90	Draft PAGA Notice, Class Action Complaint and Representative Action Complaint.
6.50	Meet and confer with defense counsel re Defendant's arbitration agreement; review and analyze terms of arbitration agreement; conduct legal research re defenses to arbitration; draft memorandum to file re same; conference with co-counsel re same.
2.20	Draft Requests for Production of Documents (Set One) and Special Interrogatories (Set One).
1.10	Analysis, strategy, and research re information required from defendant to negotiate settlement; prepare data requests for settlement; confer with co-counsel re same.
8.90	Analyze and review policies and data provided by Defendant to evaluate liability; prepare penalties calculations; draft mediation statement; legal research re same.
7.60	Confer with co-counsel re strategy for mediation; attend mediation; review and revise MOU; confer with defense counsel re same.
8.20	Draft PAGA Settlement Agreement; review and respond to correspondence with defense counsel re revisions to Settlement Agreement; meet and confer with defense counsel re same; conference with co-counsel regarding same.
1.0	Review terms of settlement agreement with client.
7.40	Prepare Motion for Approval of PAGA Settlement and supporting declarations.
50.40	TOTAL HOURS

EXHIBIT 5