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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]

**[PROPOSED] ORDER APPROVING
SETTLEMENT AND JUDGMENT THEREON**

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

Reservation Number: 3015480

Complaint Filed: August 5, 2022
Trial Date: None

1 The motion of Plaintiff Bakir Fejzic for an order approving the settlement of the above-
2 captioned action and entering judgment thereon (“Motion”) having come before the Court, and
3 the Court being duly apprised of the premises, good cause appearing,

4 IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of
5 this action is hereby approved.

6 IT IS FURTHER ORDERED as follows:

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the Joint Stipulation of Settlement and Release Under
9 the Private Attorneys General Act (“Agreement” or “Settlement”) attached as Exhibit 2 to the
10 Declaration of Kristen M. Agnew filed in support of the Motion.

11 2. Pursuant to the PAGA, Labor Code sections 2699(1)(2) and (1)(4), the Labor and
12 Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant to
13 the PAGA, on the date Plaintiff filed the Motion seeking approval of the settlement with the
14 Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the
15 Settlement Agreement. The Court finds and determines that Plaintiff’s notice of the settlement
16 complied with the statutory requirements of the PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the “Aggrieved Employees”: all current and former
19 California non-exempt employees who worked at least one pay period for HomeTeam in
20 California at any time during May 27, 2021, to July 1, 2023 (“PAGA Period”).

21 4. This Court has jurisdiction over the subject matter of this litigation, over all
22 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
23 under the settlement.

24 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and
25 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

26 6. The Court finds that each Aggrieved Employee, in accordance with the
27 Settlement, Plaintiff and all Aggrieved Employees, hereby do and shall be deemed to have fully
28 and finally released and discharged the Released Parties from all Released Claims that that arose

1 during the PAGA Period, including any related claims for attorneys' fees, costs, or interest
2 resulting therefrom. The Released Claims are limited to

3 all claims, rights, demands, liabilities and causes of action for civil
4 penalties under the PAGA based on the factual allegations pled in
5 the operative complaint in the Action, with respect to the following
6 claims: (a) failure to pay minimum, regular, and overtime wages for
7 all hours worked, in violation of Labor Code sections 201, 202, 203,
8 204, 510, 1194, 1197, and 1197.1; (2) failing to pay meal and rest
9 period premium at the correct regular rate of pay, in violation of
Labor Code sections 201, 202, 203, 226.7 and 512; (3) failing to pay
sick pay at the correct regular rate of pay, in violation of Labor Code
sections 201, 202, 203, 204, and 246; (4) failing to reimburse
business expenses, in violation of Labor Code section 2802; and (5)
failing to provide accurate itemized wage statements, in violation of
Labor Code section 226.

10 The Agreement neither releases the Released Parties from liability, if any, to Aggrieved Employees
11 for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by
12 Aggrieved Employees against the Released Parties for any individual wage and hour claims.

13 7. The Court finds that the Gross Settlement Amount, PAGA Penalties Fund, and the
14 methodology used to calculate and pay each Individual Settlement Payment, in accordance with
15 the Settlement, are fair and reasonable.

16 8. Phoenix Settlement Administrators is approved to serve as the Settlement
17 Administrator.

18 9. The Court authorizes the Settlement Administrator to calculate and pay the
19 Individual Settlement Payments, in accordance with the terms of the Settlement.

20 10. The Court awards the Settlement Administrator in this Action its fees and costs in
21 the amount of \$2,850.00, in accordance with the terms of the Settlement Agreement.

22 11. The Court awards Plaintiff a Release Payment in the amount of \$5,000. In
23 exchange, Plaintiff has agreed to a general release of all claims that he might have against
24 Defendant, including a Civil Code section 1542 release.

25 12. The Court awards to Plaintiff's counsel in this Action its fees of \$16,666.66 and
26 actual costs of \$11,895.90, in accordance with the terms of the Settlement Agreement.

27 13. The Court approves the PAGA Penalties Fund of \$13,587.44s. Seventy-five
28 percent (75%) of the PAGA Penalties Fund will be paid to the State of California Labor and

1 Workforce Development Agency (“LWDA Payment”), and the remaining twenty-five percent
2 (25%) of the PAGA Penalties Fund shall be distributed to the Aggrieved Employees in
3 accordance with the terms of the Settlement.

4 14. Checks for Individual Settlement Payments sent to Aggrieved Employees shall be
5 valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
6 Individual Settlement Payments uncashed after one hundred eighty (180) days will be disbursed
7 to the *cy pres* recipient legal Aid at Work, a 501(c)(3) non-profit organization.

8 15. The Court retains exclusive and continuing jurisdiction over this Action for
9 purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment
10 and Order, as well as the settlement.

11 16. Nothing in this Order and Judgment or the settlement shall be construed as an
12 admission or concession by any party. The settlement and this resulting Judgment and Order
13 simply represent a compromise of disputed allegations.

14 17. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
15 days of the date of this Order.

16 IT IS SO ORDERED, ADJUDGED AND DECREED.

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18 Dated: _____

19 HON. RICHARD S. WHITNEY
20 SUPERIOR COURT OF CALIFORNIA
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