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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 CLYDE DAVIS MORRISON II, on behalf
of himself and aggrieved employees,

14 *Plaintiff,*

15 v.

16 BROOKS PEST CONTROL, INC., a
17 California corporation; and DOES 1
through 50, inclusive,

18 *Defendants.*

Case No.: 23STCV22466

CLASS ACTION

[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SS-11]

**DECLARATION OF DAVID KELEDJIAN IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: TBD

Time: TBD

Dept.: SS-11

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1 *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of
2 California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of
3 California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in
4 Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-
5 cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los
6 Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles,
7 BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
8 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in
9 Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior
10 Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.*
11 (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v.*
12 *Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289),
13 *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los
14 Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in
15 Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-
16 cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-
17 cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-
18 02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-
19 RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles,
20 BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of
21 California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area*
22 *Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-
23 00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-
24 17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-
25 903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera,
26 MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in
27 Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court
28 of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of

1 California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of
2 California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court
3 of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior
4 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX*
5 *Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino,
6 CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles,
7 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-
8 cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in
9 Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in
10 Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San
11 Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of
12 California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior
13 Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.*
14 (Superior Court of California in San Bernardino, CIVDS1915743), *Viridi v. Absolute Security*
15 *International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First*
16 *Transit, Inc.* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS),
17 *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-
18 00008179-CU-OE-NC), among others.

19 6. As Senior Counsel at D.Law, I manage my own complex litigation team. I was
20 admitted to the California Bar in December 2016. I received my J.D. from Trinity Law School
21 and B.A. from California State University of Fullerton. Since graduating from law school, I have
22 dedicated virtually my entire career on the practice of employment law. I have practiced
23 employment law from both the plaintiff's side and defense side. I have significant experience
24 specifically working on wage and hour class actions from the plaintiff's side, with the majority of
25 my experience coming from representing employees and obtaining significant settlements on their
26 behalf.

27 7. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for
28 Plaintiff. Mr. Yeremian graduated from UC Berkeley in 1997 and received his law degree and

1 MBA from UCLA in 2001. Mr. Yeremian has been honored as a Super Lawyers Rising Star in
2 2009, 2010, 2012-2015 and has been named and honored as a Super Lawyer. Since 2007, Mr.
3 Yeremian has focused exclusively on representing employees, including in wage-and-hour class
4 actions. During his career, Mr. Yeremian has represented employees in hundreds of wage-and-
5 hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern,
6 and Northern Districts of California), and has obtained six and seven-figure settlements against a
7 range of defendants, including Fortune 500 companies.

8 8. Kevin Burns is an Associate Attorney at D.Law and counsel of record for Plaintiff. Mr.
9 Burns received his Bachelors of Science in Economics and Public Policy from the University of
10 North Carolina, Chapel Hill, in 2018, and then earned his Juris Doctorate from LMU Loyola Law
11 School in 2023. Mr. Burns has represented employees in wage and hour and wrongful termination
12 actions since he passed the California Bar in 2023. He has handled a wide variety of cases in two
13 years and obtained numerous class, representative, and individual settlements for his clients.

14 9. The collective experience of the D.Law attorneys in litigating employment wage and
15 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
16 of a case, and generally negotiating fair and reasonable class and representative action
17 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge
18 concerning the constantly evolving substantive law (state and federal), as well as the procedural
19 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
20 equipped to use the skills and knowledge developed over decades of prosecuting and defending
21 wage and hour class actions to fairly and adequately represent the interests of the class members.
22 Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law are well-
23 qualified to act as class counsel and represent Plaintiff and the putative class members in this
24 action.

25 10. For purposes of this motion, the “Class” or “Class Members” consist of “all persons
26 employed by Defendant in California and classified as persons employed by Defendants,
27 collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or
28 non-exempt positions in California during the Class Period,” which is September 18, 2019

1 through December 8, 2024 I do not believe that I have any conflicts of interest with the Class or
2 with the Class Representative. I am not related to the Class Representative. I have not previously
3 represented Defendant in any matter. I respectfully submit that I, and D.Law are well suited to act
4 as Class Counsel in this action, and we have and will continue to vigorously represent the
5 interests of the Class Members.

6 **PROCEDURAL HISTORY**

7 11. On September 18, 2023, Plaintiff filed a class action complaint against Defendant
8 alleging ten causes of action: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7,
9 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3)
10 Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1
11 and 1198); (4) Failure to Pay Proper Reporting Time Wages; (5) Failure to Provide Accurate
12 Written Wage Statements (Lab. Code §§ 226(a)); (6) Failure to Timely Pay All Final Wages
13 (Lab. Code §§ 201, 202 and 203); (7) Failure to Indemnify (Lab. Code § 2802); and (7) Unfair
14 Competition (Bus. & Prof. Code §§ 17200 *et seq.*).

15 12. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice
16 to Defendant and the Labor Workforce Development Agency (“LWDA”) by sending her Private
17 Attorneys General Act (“PAGA”) Notices on September 18, 2023 (LWDA-CM-982216-23). A
18 true and correct copy of the confirmatory email and the LWDA letter submitted on behalf of
19 Plaintiff is attached hereto as **Exhibit 2**. The LWDA did not express an interest in investigating
20 Plaintiff’s claims within the 65-day period. Therefore, on January 12, 2024, Plaintiff filed a First
21 Amended Complaint adding a cause of action for penalties under PAGA.

22 **INVESTIGATION AND DISCOVERY**

23 13. Before filing the lawsuit, Class Counsel investigated and researched the facts and
24 circumstances underlying the pertinent issues and the law applicable thereto. This required
25 thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary
26 research into the various legal issues involved in the case. After conducting their initial
27 investigation, Class Counsel determined that Plaintiff’s claims were well-suited for class and
28 representative action adjudication owing to what appeared to be a common course of conduct

1 affecting a similarly situated group of employees.

2 14. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts
3 and claims giving rise to the action, including: (1) conducting informal and formal discovery and
4 meeting and conferring with defense counsel about the same; (2) reviewing and analyzing a
5 sampling of time and pay records as well as employment handbooks, Plaintiff's personnel file,
6 relevant policies and other documentation; (3) researching the applicable law and potential
7 defenses; (4) constructing damage models based on interpretations of California law; and (5)
8 reviewing information provided by Defendant at mediation. The Class enumerated in this action
9 is ascertainable because the Class Members may be readily identified by reference to Defendant's
10 records. Defendant has agreed to share the information from these records with the Settlement
11 Administrator in order to identify and contact the Class Members. Defendant has represented that
12 there are approximately 487 total Class Members.

13 15. Defendant, for its part, vigorously contested liability, the amount of claimed damages,
14 and the propriety of class certification. After Class Counsel analyzed the relevant documents and
15 other gathered data, Class Counsel believed that this case was appropriate for resolution via
16 mediation. Given the high level of risk present for both sides, the parties elected to mediate
17 Plaintiff's claims and explore the possibility of settlement.

18 16. On October 8, 2024, the parties attended mediation with Brandon McKelvey, Esq., a
19 respected and highly experienced mediator in wage and hour class actions. During mediation,
20 Plaintiff's and Defendant's counsel discussed all aspects of the case, including the risks of
21 litigation and the risks to both parties of proceeding with a motion for class certification as well as
22 the law relating to unpaid wages, meal periods, rest periods, wage statements, and final pay. As a
23 result of the mediation, the parties agreed to settle the lawsuit according to the terms set forth in
24 the Settlement Agreement.

25 17. From Class Counsel's review of the facts, strengths, and weaknesses of the case, the
26 risks and delays posed by further litigation, and Class Counsel's own prior litigation experience,
27 Class Counsel believes that the recovery for each class member is fair and reasonable taking into
28 consideration the amounts received in other wage and hour class actions, the risks inherent in

1 litigation of this genre, and the reasonable tailoring of each Class Member's claim to the
2 settlement award he or she will receive. Further, and based on the settlement negotiations, which
3 were extensive and conducted in good faith and at arm's length between attorneys with
4 substantial experience litigating class actions and wage and hour cases, the Settlement Agreement
5 was the product of a non-collusive settlement process in which the parties were forced to make
6 significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

7 **SUMMARY OF SETTLEMENT**

8 18. The parties have executed a Settlement Agreement attached hereto and incorporated
9 herein as **Exhibit 1**. Under the terms of the proposed Settlement Agreement, Defendant has
10 agreed to pay Five Hundred and Ten Thousand Dollars and Zero Cents (\$510,000.00) ("Gross
11 Settlement Amount") on a non-reversionary basis to settle and release all claims asserted by
12 Plaintiffs in the Class Action and PAGA Action on behalf of the proposed Class. (Exh. 1, §1.22.)

13 19. The settlement amount was a compromise figure, factoring in the inherent risks related
14 to certification, liability and damages. However, taking into account all of the circumstances of
15 the action and the defenses raised by Defendant against certification, liability and damages, Class
16 Counsel believes that the settlement is fair and reasonable.

17 **THE STRENGTH OF PLAINTIFFS' CASE**

18 **IN LIGHT OF THE SETTLEMENT AMOUNT**

19 20. Plaintiff alleges that Defendant failed to pay minimum wages and overtime, failed to
20 provide proper meal breaks or provide premium pay in lieu thereof, failed to provide proper rest
21 breaks or provide premium pay in lieu thereof, failed to provide accurate wage statements, failed
22 to timely pay all wages upon termination, and failed to reimburse necessary business expenses.
23 Plaintiff seeks related violations of California's Business & Professions Code, and penalties
24 pursuant to Labor Code § 2699 *et seq.* Plaintiff conducted discovery and investigated each of the
25 claims they alleged. Specifically, Defendant produced the following: (a) Defendant's employee
26 handbook in effect during the Class Period; (b) all versions of Defendant's policies and
27 procedures pertaining to minimum wages, overtime, meal breaks, and rest breaks, which were in
28 effect during the Class Period; (c) Plaintiffs' personnel files; (d) Plaintiff's timekeeping and

1 payroll records; (e) a sampling of the Class Members' timekeeping and payroll records; and (f)
2 information on the class demographics including the total number of Class Members during the
3 Class Period, total number of Class Members during the PAGA Period, total number of current
4 employees, total number of former employees in the relevant time period, average hourly rate of
5 pay, total number of workweeks worked during the Class Period, and the total number of
6 paychecks issued during the relevant time period. The merits of each of these claims will be
7 addressed separately below.

8 21. Based on the data provided, Class Counsel estimated the following maximum
9 exposures: unpaid wage claim at **\$288,179.04**, meal period claim at **\$192,119.36**, rest
10 period claim at **\$192,119.36**, wage statement claim at **\$170,110**, waiting time penalties at
11 **\$890,948.16**, reimbursement of business expenses claim at **\$14,610**, and on PAGA at
12 **\$43,690**, for a total maximum exposure of **\$1,400,849.52**.

13 22. However, taking into account the difficulties of proof, the Defendant's defenses, and
14 other attendant risks, Plaintiffs estimate that the total amount of damages, monetary penalties, or
15 other relief that the class could reasonably expect to be awarded at trial is significantly less than
16 the maximum exposure estimated above.

17 **Minimum Wages and Overtime**

18 23. Plaintiff alleged that Defendant failed to pay Plaintiff and Class Members minimum
19 wages for all hours worked, in violation of minimum wage laws. Plaintiff contended that Class
20 Members were not paid all wages they were owed including for all worked performed and for all
21 overtime hours worked. Specifically, Plaintiff alleged Class Members were required to perform
22 pre-shift off the clock work including, but not limited to, having to conduct mandatory vehicle
23 checks and inspection. Such alleged policies, programs, practices, procedures, and protocols led
24 to Plaintiff and Class Members not being compensated for all hours worked.

25 24. Defendant contended that they paid for all reported hours worked. Defendant argued
26 that given their written policies and practices, any unrecorded hours were likely subject to
27 individualized inquiry and unlikely to be certified. Given the difficulty in certifying this claim,
28 Class Counsel had to apply a significant discount to damages based on this theory.

25. Based on the above detailed facts, Class Counsel estimated Defendant's exposure on unpaid wages claims to be approximately \$288,179.04 (based on one full hour of off-the clock work per week also attributable to overtime; $\$20.96 \times 1.5 \times 9,66$ workweeks).

Meal Periods and Rest Breaks

26. Plaintiff argued that Defendant had a common practice and policy of denying compliant meal periods and that Defendant's meal policies were facially defective. Specifically, Plaintiff and Class Members were prohibited from leaving the work premises during meal periods, when such meal periods were taken. Additionally, due to understaffing and heavy workloads, Plaintiff and Class Members were either denied meal periods entirely; denied the opportunity to take their meal periods prior to the completion of their fifth hour of work; or were not afforded the opportunity to take full 30-minute, uninterrupted, and duty-free meal periods, to which they were entitled. Finally, the uncompensated pre-shift duties, discussed herein, further delayed the commencement of Plaintiff and Class Members' meal periods until after the completion of their fifth hour of work.

27. For each meal period missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period, an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as “premium pay.” To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes his or her meal periods. *See Wage Order 1-2001(7)(A)(3).*

28. Defendant disagreed with Class Counsel's interpretation of the law and facts. Defendant contended that Class Members were given a reasonable opportunity to take their meal periods, and in fact received their meal periods most of the time. Defendant argued they have a high meal period compliance rate.

29. Class Counsel's expert calculated Defendant's maximum total exposure on the meal break claim at approximately **\$192,116.36** (one meal period violation per week; \$20.96 for an average hourly rate of pay x 9,166 applicable workweeks). Class Counsel believes this estimate is

1 fair given Defendants' defenses and potential hurdles facing certification of this claim and thus
2 provided a 20% violation rate.

3 30. The same argument applied to rest breaks. Plaintiff contend that Defendant did not
4 provide Class Members with paid 10-minute rest breaks for every four hours or major fraction
5 thereof. Class Members consistently worked in excess of consecutive four-hour shifts and were
6 entitled to paid rest breaks of not less than ten minutes for each consecutive four-hour shift which
7 they were denied. Class Members were required to work through their rest breaks, and through
8 their entire shifts.

9 31. Defendant maintained that they did provide the reasonable opportunity for Class
10 Members to take duty-free rest breaks. Defendant also pointed out that, unlike meal periods, rest
11 breaks need not be recorded, so any rest break violations would likely be difficult to prove at trial.
12 Defendant disputes all allegations that breaks were not received. As these considerations would
13 likely depress the damages *vel non* ultimately awarded, Class Counsel applied significant and
14 appropriate discounts to the rest-break claim.

15 32. Class Counsel's expert calculated Defendant's maximum total exposure on the rest
16 break claim at approximately **\$192.116.36** (one rest period violation per week; \$20.96 for an
17 average hourly rate of pay x 9,166 applicable workweeks). Class Counsel believes this estimate is
18 fair given Defendants' defenses and potential hurdles facing certification of this claim and thus
19 provided a 20% violation rate.

20 **Pavstub Violations**

21 33. Plaintiff also contended that Defendant failed to provide Class Members with accurate,
22 itemized wage statements in writing as required by California Labor Code § 226(a) because the
23 wage statements failed to accurately account for unpaid wages and overtime due to
24 underreporting of hours and off the clock work. Moreover, Plaintiff contended the wage
25 statements failed to accurately account for premium pay for deficiently provided meal and rest
26 breaks which Defendant knew or reasonably should have known were owed to Plaintiff and Class
27 Members. As a direct and proximate cause of Defendant's violation of Labor Code § 226(a), the
28 Class Members suffered injuries, including among other things confusion over whether they

1 received all wages owed them. Pursuant to Labor Code §§ 226(a) and 226(e), employees are
2 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
3 in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay
4 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also
5 entitled to an award of costs and reasonable attorneys' fees.

6 34. Defendant contends that Plaintiff's claim for further Labor Code § 226(e) penalties
7 would depend in large part on their underlying meal period and wage claims, and thus be subject
8 to the same defenses. Additionally, Defendant argues this claim has little or no value. *See*
9 *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336-1337 (2018) (wage statements
10 that accurately report wages paid to employees do not violate Labor Code § 226, even if it is later
11 determined that employer did not properly pay all wages due). Defendant further contends that
12 Labor Code § 226(e) penalties are not automatic. Rather, the employee must show (1) that he or
13 she "suffered injury" from the employer's failure to provide compliant wage statements, *see*
14 *Elliot v. Spherion Pacific Work, LLC* (2008) 572 F.Supp.2d 1169, 1181 (applying California law)
15 (holding employee was not entitled to penalties because no injury was shown), and (2)
16 Defendant's noncompliance was "knowing and intentional." Finally, because the damages for this
17 cause of action are penalties, the statute of limitations only runs from one year prior to the filing
18 of the original complaint. *See* Cal. Civ. Pro. § 340.

19 35. Class Counsel estimated Defendant's maximum total exposure on the section 226 claim
20 approximately \$850,550 (\$100 x 8,738 pay periods from September 18, 2022, to December 8,
21 2024, minus \$50 for each of the alleged 465 initial violations). Class Counsel believes it may be
22 difficult to prevail on this claim because Class Members would need to show that they suffered an
23 injury and that Defendant's noncompliance was knowing and intentional (on top of the challenges
24 described above with the underlying wage and break claims) which are both subject to
25 individualized issues making certification of this claim difficult to achieve. Thus, Class Counsel
26 provided a 80% discount making Defendant's adjusted exposure \$170,110.

27 **Failure to Pay Final Wages**

28 36. In failing to pay the California Class Members their minimum wages, overtime wages,

1 and premium pay for deficiently provided meal periods and rest breaks, all discussed above,
2 Defendant willfully failed to pay these the California Class Members all wages due and certain at
3 the time of termination or within seventy-two (72) hours of resignation, as required under Labor
4 Code § 203.

5 37. Labor Code § 203 provides that if an employer willfully fails to pay an employee all
6 wages due at termination or within 72 hours of resignation, then that employee's wages shall
7 continue as a penalty until paid for a period of up to thirty (30) days from the date they were due.
8 Because Class Members stopped working for Defendant but again were not paid their full
9 compensation for the reasons discussed above, Class Members did not receive all wages due upon
10 termination of employment.

11 38. Defendant argued that, under Labor Code § 203, employers are only obligated to pay
12 waiting-time penalties if they "willfully" fail to pay wages due and owing at the time of
13 termination or resignation. As Title 8, California Code of Regulations, § 13520 states:

14 A willful failure to pay wages within the meaning of Labor Code Section 203
15 occurs when an employer intentionally fails to pay wages to an employee when
16 those wages are due. However, a good faith dispute that any wages are due will
preclude imposition of waiting time penalties under Section 203.

17 A "good faith dispute" that any wages are due occurs when an employer presents
18 a defense, based in law or fact, which, if successful, would preclude any recovery
19 on the part of the employee. The fact that a defense is ultimately unsuccessful will
20 not preclude a finding that a good faith dispute did exist. Defenses presented
which, under all the circumstances, are unsupported by any evidence, are
unreasonable, or are presented in bad faith, will preclude a finding of a "good
faith dispute."

21 Defendant maintained that because they had viable defenses in both law and fact, especially in
22 light of the *Brinker* holding, that waiting-time penalties could not be awarded and, in any case,
23 such penalties were subject to a three-year limitations period under Labor Code § 203(b).

24 39. Class Counsel estimated Defendant's maximum total exposure on the section 203 claim
25 at approximately \$802,500,108. (497 terminated employees x 30 days x 8 hours per shift x \$20.96
26 average rate of pay). Class Counsel estimates it would be difficult to recover waiting time
27 penalties given that Plaintiffs would need to show willfulness on top of proving the underlying
28 wage and break claims which are also potentially subject to individualized issues making

1 certification of this claim difficult to achieve. Thus, Class Counsel provided a 80% discount
2 making Defendants' adjusted exposure \$500,021.76

3 **Failure to Reimburse for Necessary Business Expenditures**

4 40. Labor Code § 2802 provides that an employer must reimburse employees for all
5 necessary expenditures incurred in the performance of their job duties. Plaintiff worked for
6 Defendant and in the course of performing his job duties, incurred necessary business-related
7 expenses, including, cellular telephone expenses. Defendant maintained that Plaintiff and the
8 Class members were not required to use their personal cell phones.

9 41. Class Counsel estimated Defendant's maximum total exposure for failing to reimburse
10 business expenses at approximately **\$14,610** (\$30 x 487 employees). Class Counsel believes it
11 would be difficult to recover on this claim because Defendant maintains they did not require
12 Class Members to use their personal cell phones, and it would be difficult to certify in light of all
13 the preceding arguments.

14 **PAGA Penalties**

15 42. The Labor Code Private Attorneys General Act, Labor Code § 2699 et seq., allows
16 Plaintiff to obtain civil penalties on behalf of themselves and other Class Members for
17 Defendant's violation of any provision of the Labor Code enumerated under Labor Code §
18 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable;
19 where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one
20 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
21 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
22 violation. Pursuant to Labor Code § 2699(i), seventy-five (75) percent of the penalties recovered
23 must be allocated to the Labor and Workforce Development Agency (LWDA), with the
24 remaining twenty-five (25) percent allocated to the affected employees. The limitations period as
25 for all penalties is one year prior to the filing of the complaint.

26 43. The provisions of the Labor Code potentially triggering PAGA penalties in this case
27 include but are not limited to Labor Code §§ 203, 204, 226(a), 226.2, 226.7, 510, and 1194,
28 Defendant asserted that if PAGA penalties were mandatory, an employer's PAGA liability would

1 be huge because of the possibility of collecting multiple civil penalties for a single violation, and
2 thus such penalties would almost always dwarf the damages available under the causes of action
3 proper. However, PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2)
4 states that “a court may award a lesser amount than the maximum civil penalty amount specified
5 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
6 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” *See, e.g., Lopez v.*
7 *Friant & Assocs., LLC*, 15 Cal. App. 5th 773, 788 (2017), *rev. denied* (2018), (recognizing
8 court’s ability to reduce PAGA penalties). Courts have held that situations similar to the current
9 one (e.g. injuryless violations, technical errors, and substantial compliance) should lead to
10 reductions in penalties. *See Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th
11 1112, 1134-1135 (2012) (holding that reduction was justified when employer “attempted to
12 comply with the law”); *Fleming v. Covdien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S.
13 Dist. LEXIS 154590 at *8-9 (C.D. Cal. August 12, 2011) (reducing PAGA penalties more than
14 80% – from \$2.8 million to \$500,000 – when “employees suffered no injury” employers were
15 “not aware” of the violation and “took prompt steps to correct all violations once notified”).
16 Defendant here maintained that it had a strong argument that it would be unjust to award
17 maximum PAGA penalties.

18 44. Furthermore, PAGA penalties are also derivative of each and every other claim, and
19 Defendant therefore argued the PAGA claims would be subject to the same defenses to the
20 underlying claims. Finally, under *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, it can be
21 argued that penalties under PAGA could, at best, be awarded only at the rates obtainable for
22 initial violations under the applicable statutes, because Defendant have never been notified of the
23 alleged violations. *Id.* at 1208-1209. Moreover, Section 2699(e)(1) authorizes the Court to
24 exercise the same discretion as the DLSE whether to award civil penalties. *Amaral* 163 Cal. App.
25 4th 1157, 1211-12. Therefore, if Labor Commissioner - on whose behalf Plaintiffs are
26 prosecuting this action for civil penalties - would not impose civil penalties in a case like this, the
27 Court may not award civil penalties. Moreover, in *Thurman v. Bayshore Transit Mgmt., Inc.*
28 (2012) 203 Cal.App.4th 1112, 1136, the Court of Appeal affirmed the trial court’s reduction of

1 PAGA civil penalties by 30 percent, finding that awarding the full penalties would have been
2 “unjust” because “...a court may award a lesser amount than the maximum civil penalty amount
3 specified by this part if, based on the facts and circumstances of the particular case, to do
4 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

5 45. Class Counsel estimated Defendant’s maximum total exposure on the PAGA claim at
6 approximately \$873,800 (\$100 x 8,738 pay periods (no stacking)). However, Class Counsel notes
7 that owing to the discretionary nature of PAGA penalties and the foregoing case law it is unlikely
8 the Court would award the full penalty and that it would be substantially reduced to something
9 more like **\$43,690** if awarded a violation rate of \$5 per pay period. Class Counsel applied
10 discounts in light of the countervailing arguments with regard to the primary causes of action, and
11 moreover the Court’s power to award “a lesser amount than the maximum civil liability.” The
12 parties also considered that the purpose of PAGA is to “achieve maximum compliance with state
13 labor laws,” *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal. 4th 348, 379. This makes
14 the Settlement’s proposed PAGA payment of \$20,000.00 appropriate.

15 **Unfair Business Practices**

16 46. Plaintiff pleads this cause of action in order to augment their other causes of action and
17 aid in their prosecution. Business & Professions Code § 17208 extends the statute of limitations
18 on Plaintiff’s wage claims, which qualify as unfair business practices, to four years rather than the
19 three years provided by statute.

20 **Summary**

21 47. The foregoing discussion has sought to explain how the settlement amount is adequate
22 in light of the merits of Plaintiff’s case. It has done this by explaining the legal basis for each of
23 Plaintiff’s causes of action, summarizing the evidence that Class Counsel gathered in support of
24 those causes of action, and relating Defendant’s legal and factual arguments that worked to
25 derogate from the strength of Plaintiff’s case.

26 48. Class Counsel had to apply appropriate discounts in light of the facts and law as
27 discussed above. In addition, meal period liability exposure is limited by the fact that not all Class
28 Members worked on the same schedule and under the same supervisors, making the certification

1 of all Class Members across all locations less than a certainty. Thus, this settlement, like most
2 others, was the product of compromise. Because of these and other risks, a recovery of Five-
3 Hundred and Ten Thousand Dollars and Zero Cents (\$510,000.00) under the Settlement
4 Agreement is an excellent result. Under the Settlement, based on 487 Class Members, and using a
5 straight average, Class Members will receive an average net settlement amount of \$579 for their
6 Individual Class Payment $(\$510,000 - \$170,000 \text{ in fees} - \$25,000 \text{ in costs} - \$5,000 \text{ for}$
7 $\text{Plaintiff's enhancement} - \$8,000 \text{ to the administrator} - \$20,000 \text{ for the PAGA allocation}]$
8 divided by 487 class members = \$579).

9 **THE RISK, EXPENSE, AND LIKELY DURATION OF FURTHER LITIGATION,**

10 **AS WELL AS THE RISK OF MAINTAINING CLASS ACTION**

11 **STATUS THROUGH TRIAL**

12 49. The next *Clark/Kullar* factors recognize that settlements take into consideration the
13 risks and expenses posed by further litigation and, in the class-action context, the risk of non-
14 certification. Consequently, it is proper that trial courts should keep these considerations in mind
15 when judging the adequacy of class action settlements.

16 50. Further litigation of this case posed real risks for a number of reasons. First, there were
17 the risks of unfavorable rulings on the merits of the various indeterminate legal issues outlined in
18 the previous section. In that section, it was observed that almost every cause of action was subject
19 to some unique indeterminacy of its own, and that the derivative causes of action were thus
20 subject to a double indeterminacy, both their own and those of the causes of action on which they
21 were based.

22 51. The parties disputed the effect of these and other issues on class certification and
23 decertification. Class Counsel maintained that there were several legal and factual questions at
24 issue in the case that could best be decided on a class wide basis. Class Counsel contended that
25 the same policies and practices applied to all Class Members and therefore common questions
26 obtained and were likely to predominate over individual inquiries. Defendant disputed these
27 contentions and insisted that the *Brinker* decision called into question the certifiability of cases
28 such as this one. Defendant also argued that its policies were compliant with the law, while

1 Plaintiff disputed that the policies were lawful, and argued the lawfulness of such policies would
2 give rise to common questions amenable to certification. Thus, the parties had set positions on the
3 propriety of certifiability and liability that did not admit of an easy resolution.

4 52. Finally, it is always preferable to reach a relatively early resolution of a dispute
5 because, in addition to what has already been said, such resolutions save time and money that
6 would otherwise go to litigation. In light of the risk and expense of the lawsuit proceeding to trial
7 there was a need to resolve this matter soon than later. If this case settled after further litigation,
8 the settlement amount would have taken into account the additional costs incurred, and there
9 might have been less available for Class Members after all was said and done. This is not just an
10 abstract contention. The parties were moving into the phase of this litigation where they would
11 have had to depose a number of people such as managers, supervisors, and employees in order to
12 establish liability for trial. Discovery disputes would have been in the offing. The parties were
13 also aware that a class action trial would be a complicated and expensive proceeding, and then
14 there was the likelihood of a long, drawn-out appeals process. In contrast, the settlement provides
15 real benefits for Class Members in the immediate future. The benefits are not insignificant for
16 anyone, especially given the current economic climate. Consequently, the risk and expense of
17 further litigation outweighed any benefit that might have been gained otherwise.

18 **NOTICE TO AND REACTION OF CLASS MEMBERS**
19 **TO THE PROPOSED SETTLEMENT**

20 53. While premature to address this factor at the preliminary approval stage, some
21 observations are appropriate. First, the notification procedure set out in the Settlement Agreement
22 provides the greatest likelihood that each and every Class Member will receive the Notice of
23 Settlement (“Class Notice”), attached to the Settlement Agreement as **Exhibit A**. Under the
24 Settlement Agreement, the Settlement Administrator will send the Class Notice to each Class
25 Member via First Class U.S. mail. (Exh. 1, §6.4.2). Before mailing, the Settlement Administrator
26 will perform a skip trace search based on the National Change of Address Database for
27 information to update and correct for any known or identifiable address changes. (Exh. 1, §6.4.2)
28 If the Class Notice is returned as non-deliverable on or before the Response Deadline and a new

1 address is obtained by way of a returned Class Notice, then the Settlement Administrator will
2 forward the original Class Notice to the updated address via first-class regular U.S. mail, no later
3 than three (3) business days after the Administrator's receipt of any Class Notice returned as
4 undelivered. (Exh. 1, §6.4.3) Thus, most, if not all, Class Members will likely receive the Class
5 Notice.

6 54. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the
7 claims involved, the terms of the settlement, and their options thereunder. It provides for a
8 specific procedure to seek exclusion from the Class, and for lodging objections to the settlement.
9 The efforts taken to ensure that Class Members receive the Class Notice and are well informed
10 about the settlement augur a favorable response rate.

11 55. All Class Members will benefit because Defendant who has been sued is generally
12 more likely to comply with the law in the future. If a Class Member disputes the number of
13 workweeks stated for that Class Member in the Class Notice, the Class Member must ask the
14 Settlement Administrator to resolve the matter by submitting in writing under penalty of perjury
15 the workweeks that the Class Member claims to have actually worked for Defendant during the
16 Class Period. (Exh. 1, §6.6). After consultation with Class Counsel and Defendant's Counsel, the
17 Class Action Administrator will make a determination of the Class Member's total workweeks
18 during the applicable period. (*Id.*)

19 **CONCLUSION OF THE CLARK/KULLAR ANALYSIS**

20 56. The foregoing discussion establishes the fairness of the class-action settlement in the
21 instant case. It has done this by analyzing the settlement in light of the appellate decisions in
22 *Clark* and *Kullar*. This analysis has concluded that the settlement is fair, reasonable, and
23 adequate. Class Counsel conducted a thorough investigation of the subject wage-and-hour
24 practices and engaged in non-collusive, arm's-length negotiations in order to reach a settlement.
25 Defendant has agreed to pay fair value to settle Plaintiff's claims given the existence of legal
26 uncertainty, particularly with regard to Plaintiff's claim for failure to provide proper meal periods.
27 From Class Counsel's substantial experience with wage-and-hour class action lawsuits Class
28 Counsel believes that this case could not have settled on better terms under the circumstances.

1 Request therefore is made that the settlement be granted preliminary approval so that those
2 persons whom it was intended to benefit shall be afforded the opportunity to determine its
3 adequacy.

4 **REQUEST FOR ATTORNEYS' FEES**

5 57. Under the Settlement, Class Counsel also requests, without opposition from Defendant,
6 an award of Attorneys Fees and Costs consisting of: One-Hundred and Seventy Thousand Dollars
7 and Zero Cents (\$170,000.00), in Attorneys' Fees and (2) not to exceed Forty Thousand Dollars
8 and Zero Cents (\$25,000.00) for reimbursement of actual reasonable litigation costs. (Exh. 1,
9 §3.4.2). This request is fair, reasonable, and adequate to compensate Class Counsel for the
10 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
11 the first place. The attorneys' fees award is intended to reimburse Class Counsel for all
12 uncompensated work that they have already done and for all the work they will continue to do in
13 carrying out and overseeing the notification to Class Members, communicating with Class
14 Members regarding their claims, and assisting in the administration of the settlement if it is
15 preliminarily approved. Defendant will not oppose Class Counsel's above fees and cost request.

16 58. D.Law, Inc. took this case on a contingent-fee basis against a business represented by a
17 reputable defense firm. When we take contingent cases, we must pay careful attention to the
18 economics involved or one bad case can destroy years of work. Accordingly, when we take
19 contingency cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal
20 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
21 number of hours in a day is limited. Because of this, when we take on one particular matter, we
22 are unable to take on other matters. When Class Counsel became involved in this case, we
23 realized the time commitment that it would entail, and we were forced to turn down matters that
24 we otherwise should have been able to handle. In sum, this case claimed a significant portion of
25 Class Counsel's time and attention throughout its pendency.

26 59. The requested fee is reasonable for the services provided to Class Members and for the
27 benefits they are to receive. Indeed, even with a modest multiplier under the lodestar theory, *see*
28 *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, Class Counsel's fees would

1 still be justified. Here, the lodestar may exceed the requested fees. Class Counsel will more fully
2 brief the Court on its lodestar in the motion for final approval.

3 **ENHANCEMENT TO PLAINTIFFS AS THE CLASS REPRESENTATIVES**

4 60. Plaintiff herein is entitled to reasonable service payment for his efforts and initiative in
5 bringing and helping to prosecute this action. Plaintiff spent a considerable amount of time better
6 apprising himself of his rights, deciding whether remedial action should be taken, how it should
7 be taken, searching for attorneys, and finally contacting Class Counsel, who spent many hours
8 with Plaintiff discussing the case and the law. In the end, Plaintiff decided to vindicate not only
9 his own rights but also those of co-workers by filing a class action lawsuit.

10 61. The courage it took to stand up to Defendant by filing and litigating this action in this
11 way should not be underestimated. By suing Defendant, Plaintiff increased the risk of retaliation
12 by prospective employers. Plaintiff's lawsuit has now required Defendant to expend considerable
13 resources, and Plaintiff justifiably fears the fact that he served as class representatives in a wage
14 and hour class action will not be lost on a prospective employer who may choose between an
15 applicant who has never sued a prior employer and one who has. Plaintiff contends this risk is
16 particularly real in the information age, where employers can, more easily than ever, perform
17 background checks of prospective employees, sometimes with the stroke of a key. It is common
18 for employers to screen employee candidates to determine whether they have ever filed suit, and
19 employee candidates who might be branded "litigious" are likely to be screened out of the
20 process. In fact, an entire industry has developed for providing employers with background
21 information on employee candidates.

22 62. But Plaintiff did not allow his fear of the potential repercussions of being a class
23 representative deter him from acting for the benefit of Class Members. To the contrary, Plaintiff
24 has been intimately involved in this case since its inception. They have devoted a substantial
25 amount of time to helping Class Counsel effectively develop and prosecute this action at every
26 stage of the litigation. Both before and after the filing of this lawsuit, Plaintiffs conferred with
27 Class Counsel on numerous occasions to discuss every aspect of their case. Plaintiffs provided
28 Class Counsel with information about Defendant and about the industry generally, reviewed

1 documents, consulted Class Counsel throughout the litigation repeatedly and at length,
2 participated in the mediation process, monitored the progress of the litigation with Class Counsel,
3 and reviewed and signed the Settlement Agreement.

4 63. Plaintiff has spent a significant amount of time with Class Counsel detailing his
5 knowledge of Defendant's practices and helping Class Counsel with the prosecution of this
6 action. He has diligently, adequately, and fairly represented Class Members, and has not placed
7 his interests above any member of the putative class. The payment to Plaintiff is intended to
8 recognize his time and effort on behalf of the Class. The amount requested is fair and appropriate
9 based on his contribution and involvement. For example, Plaintiff instigated the lawsuit by
10 bringing these violations to the attention of Class Counsel. He spent hours answering questions
11 and providing information to Class Counsel throughout the pendency of this action. He identified
12 explained to Class Counsel day to day business practices of Defendant with regard to work
13 schedules and meal breaks, etc. The parties are in agreement that Plaintiff is entitled to an
14 enhancement for his time and efforts in this matter. This sort of payment to a class representative
15 has been a common feature of settlements negotiated by Class Counsel and has been routinely
16 approved by trial courts.

17 64. In light of the foregoing, Class Counsel believes that the Class Representative Service
18 payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to the Class
19 Representative is fair and reasonable.

20 **CRITERIA SATISFIED FOR CERTIFICATION OF SETTLEMENT CLASS**

21 65. The proposed Classes satisfy the criteria for certification of a settlement class under
22 California law, as embodied in California Code of Civil Procedure § 382. Defendant has agreed to
23 the certification of the class for settlement purposes. In general, courts may take a proposed
24 settlement into account in evaluating the propriety of class certification. *See Dunk v. Ford Motor*
25 *Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a "lesser standard" of scrutiny applies in
26 certifying classes for settlement purposes. *Ibid.* Therefore the Court should take into
27 consideration the fact that the parties have settled their claims and stipulated to certification for
28 settlement purposes when assessing typicality and adequacy.

1 a. Numerosity. The putative classes are so numerous that joinder of all members is
2 impractical. Class Members are “all persons employed by Defendant in California and classified
3 as persons employed by Defendants, collectively or separately, and/or any staffing agencies
4 and/or any other third parties in hourly or non-exempt positions in California during the Class
5 Period,” which is September 18, 2019, through December 8, 2024. There are approximately 487
6 persons answering to this definition. Thus, there are a sufficient number of Class Members to
7 warrant certifying this as a class action for settlement purposes.

8 b. Ascertainability. The putative classes are defined in a manner that is precise,
9 objective, and ascertainable. The Class Members have already been identified by reference to
10 Defendant’s payroll and personnel records.

11 c. Typicality. A class representative’s claims are typical when they arise from the
12 same event, practice, or course of conduct that gives rise to the claims of other putative class
13 members, and if their claims rest on the same legal theories. The class representative’s claims
14 must be “typical” but not necessarily identical to the claims of other class members. It is
15 sufficient that the representative is similarly situated so that he or she will have the motive to
16 litigate on behalf of all Class Members. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I.*
17 *Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (“[I]t has never been
18 the law in California that the class representative must have identical interests with the class
19 members.”). Thus, it is not necessary that the class representative should have personally incurred
20 all of the damages suffered by each of the other class members. *Wershba v. Apple Computer, Inc.*
21 (2001) 91 Cal.App.4th 224, 228.

22 Plaintiff’s claims are typical of Class Members’ claims because they arose from the same
23 factual basis and are based on the same legal theories. Plaintiff was employed by Defendant
24 during the Class Period subject to the allegedly unlawful wage and hour policies and pay
25 practices at issue in this litigation. Accordingly, Plaintiff is a member of the class. The central
26 issues of this litigation (whether Defendant failed to pay all wages, whether Defendant failed to
27 provide meal and rest periods etc.), which would arise if this were an individual action brought by
28 Plaintiff, apply to the other Class Members as well, and the answer to these questions would

1 determine Defendant's liability to the entire putative class. Thus, Plaintiff's claims are typical of
2 the claims of the putative class. Accordingly, the typicality requirement is satisfied.

3 d. Adequacy. A class representative must possess the same interest and suffer the
4 same injury as the class members. "To assure 'adequate' representation, the class representative's
5 personal claim must not be inconsistent with the claims of other members of the class." *J.P.*
6 *Morgan & Co., Inc. v. Sup.Ct. (Heliotrope General, Inc.)* (2003) 113 Cal.App.4th 195, 212. Thus,
7 the adequacy requirement is satisfied when the class representative's interests are not antagonistic
8 to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.

9 Plaintiff does not have any conflicts with the class and in fact their interests are aligned
10 with those of the class. Because Plaintiff's claims are identical to those that would be asserted by
11 the unnamed Class Members were they before the Court, Plaintiff has every interest in zealously
12 representing the unnamed class members. Plaintiff has not shrunk from this responsibility.
13 Indeed, Plaintiff has devoted a substantial amount of time and energy to litigating this action and
14 effecting a settlement. Furthermore, as detailed above, Class Counsel are experienced in wage-
15 and-hour litigation, especially class actions, and have zealously represented the interests of the
16 class in litigating this case. *See infra* ¶¶3-9. Accordingly, the adequacy requirement is satisfied.

17 e. Commonality. Common questions of law or fact in this case predominate over
18 individual questions. This action involves, *inter alia*, a determination about Defendant's alleged
19 failure to provide meal and rest periods, failure to pay minimum wages, failure to pay all wages
20 due to allegedly common and unlawful policies, failure to pay final wages when required, failure
21 to provide accurate wage statements, failure to pay employees on a timely basis, and largely
22 derivative claims under the Business & Professions Code and PAGA. Plaintiff contends these
23 practices, including an alleged practice of failing to provide complete meal periods, related meal
24 period policies applicable to the class, and the alleged failure to provide corresponding premium
25 payments, that affected class members in the same way. All class members were employed during
26 the Class Period. Therefore, the operative complaint delineates a common course of conduct
27 applicable to all Class Members. Therefore, based on Class Counsel's investigation, the review of
28 the discovery produced by Defendant, and their discussions with Plaintiff, Plaintiff contends the

1 evidence supports his position that the employment practices and policies of Defendant's business
2 were consistent and uniform.

3 f. Predominance. Individualized issues do not predominate over the issues of law and
4 fact that are common to the class as a whole. The principal issues of controversy are whether
5 Class Members were paid for all hours worked and provided lawful meal breaks. As explained,
6 *supra*, there are common issues of law and fact given that Plaintiff and all Class Members were
7 subjected to the same policies and pay practices during the relevant time period. Plaintiff and
8 Class Members seek meal and rest break premiums, unpaid wages and overtime, and penalties for
9 work performed as non-exempt employees for Defendant. These issues are suitable for common
10 adjudication because all Class Members were subject to the same employment policies and
11 Plaintiff contends the practices applied uniformly to all Class Members.

12 g. Superiority. Class resolution is superior to other available methods for the fair and
13 efficient adjudication of the controversy. There is little interest or incentive for Class Members to
14 individually control the prosecution of separate actions. Although the injury resulting from
15 Defendant's policies and practices are real and significant, the cost of individually litigating each
16 such case against Defendant would easily exceed the value of any relief that could be obtained by
17 any one Class Member individually. If Class Members are forced to litigate their claims
18 individually this would result in about 487 individual actions against Defendant. Here, the
19 alternative methods of resolution are individual suits for relatively small amounts. Hence, an
20 individual suit would prove uneconomical for a potential plaintiff because litigation costs would
21 dwarf a potential recovery.

22 h. Except for Plaintiff's case before this Court, Plaintiff is unaware of any other
23 actions by Class Members against Defendant asserting similar claims as here. Furthermore, Los
24 Angeles County is a compelling forum for this action given that Defendant has locations in Los
25 Angeles County and numerous Class Members work in this County.

26 i. There are no serious manageability difficulties presented by preliminarily
27 approving the case for settlement purposes. As this case will not go to trial if finally approved, all
28 that would remain is settlement administration and responding to possible objectors.

66. On July 11, 2025, Plaintiffs submitted the Class Action and PAGA Settlement Agreement and Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement and supporting documents to the LWDA. A true and correct copy of the confirmatory email from the LWDA is attached hereto as **Exhibit 3.**

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

Executed this 11th day of July, at Glendale, California.

/s/ David Keledjian
David Keledjian

EXHIBIT 1

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Clyde Davis Morrison II (“Plaintiff”) and defendant Brooks Pest Control, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Clyde Davis Morrison v. Brooks Pest Control, Inc.* initiated on September 18, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions 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 Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Defendant in California and classified as a persons employed by Defendants, collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California one year prior to the filing of Plaintiff’s letter to the Labor and Workforce Development Agency (“LWDA”) and ending on the date that final judgment is entered in this action.
- 1.5 “Class” means all persons employed by Defendant in California and classified as persons employed by Defendants, collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the Class Period.
- 1.6 “Class Counsel” means D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from September 18, 2019 through December 8, 2024.
- 1.13 “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Brooks Pest Control, Inc.
- 1.17 “Defense Counsel” means Kirton McConkie PC.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$510,000 (subject to Paragraphs 7 and 8 below) which is the total amount Defendant agrees to pay under the Settlement in accordance with provided in Paragraph 3 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.23 “Individual Class Payment” means each Participating Class Member’s pro rata share of the Post-PAGA Payments Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments and Individual PAGA Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from September 18, 2022 to December 8, 2024.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s September 18, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34 “PAGA Penalties” means the total amount of \$20,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Pay Period” means that period for which Defendant pays each of its employees, which is typically on a bi-weekly basis.
- 1.37 “Plaintiff” means Clyde Davis Morrison II, the named plaintiff in the Action.
- 1.38 “Post-PAGA Payments Net Settlement Amount” means the Net Settlement Amount less the Individual PAGA Payments.
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43 “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.45 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.46 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.47 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On September 18, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for various violations of the California Labor Code and the California Business and Professions Code. The Complaint was the operative complaint in the Action (the “Operative Complaint.”) Then, on January 12, 2024, Plaintiff filed a First Amended Complaint, amending the Complaint to allege causes of action against Defendant for civil penalties under the PAGA. The First Amended Complaint is now the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint (as well as the allegations in the original Complaint), denies any failure to comply with the laws identified in in the Operative Complaint or at issue in the Action generally, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On October 8, 2024 and November 4, 2024, the Parties participated in two half-day mediations presided over by Brandon McKelvey, which led to this Agreement to settle the Action.

2.4 Prior to mediations, Plaintiff obtained, through informal discovery, Defendant’s pay and timekeeping data for the class period, and Defendant’s handbooks and other policies. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

2.5 The Court has not granted class certification.

3. **SETTLEMENT FUNDING AND PAYMENTS.**

3.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 487 Class Members who collectively worked a total of 9,166 Workweeks, and 465 of Aggrieved Employees who worked a total 8,738 of PAGA Pay Periods.

3.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, and notwithstanding anything in this section to the contrary, before Defendant is required to send the Class Data to the Administrator, the Administrator must agree in writing to maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to

Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class 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 Class Data.

3.3 Funding of Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant shall fully fund the Gross Settlement Amount (as defined in Section 1.22) by transmitting the full Gross Settlement Amount to the Administrator no later than 14 days after the Effective Date. In addition, Defendant shall also separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments no later than 14 days after the amount of Defendant's share of the payroll taxes has been fully and finally determined. None of the Gross Settlement Amount will revert to Defendant.

3.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will make the following payments from the Gross Settlement Amount in the amounts set forth below and as specified by the Court in the Final Approval by mailing checks and deduct each such payment from the Gross Settlement Amount:

3.4.1 To Plaintiff/Class Representative: The Class Representative Service Payment in an amount of not more than \$5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member) shall be distributed by the Administrator to the Class Representative from the Gross Settlement Amount. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment and report this payment for Federal tax purposes on an IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment, if any.

3.4.2 To Class Counsel: The Class Counsel Fees Payment in an amount of not more than 33% of the Gross Settlement Amount, which is currently estimated to be \$170,000, and the Class Counsel Litigation Expenses Payment in an amount of not more than \$25,000.00 shall be distributed by the Administrator to Class Counsel from the Gross Settlement Amount. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or

Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.4.3 To the Administrator: The Administration Expenses Payment in an amount not to exceed \$8,000.00 except for a showing of good cause and as approved by the Court shall be distributed by the Administrator to the Administrator from the Gross Settlement Amount. To the extent the Administration Expenses are less than the requested Administration Expenses Payment or the Court approves payment less than \$8,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.4.4 To Each Participating Class Member: Each Individual Class Payment shall be calculated by (a) dividing the Post-PAGA Payments Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each individual Participating Class Member's Workweeks. The Administrator shall distribute each Participating Class Member's Individual Class Payment from the Post-PAGA Payments Net Settlement Amount.

3.4.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.4.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to

their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.4.5 To the LWDA and Aggrieved Employees: The PAGA Penalties in the amount of \$20,000 are to be paid by the Administrator from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.

3.4.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.4.5.2 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.

3.5 The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

3.5.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.5.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding

address. Within 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

3.5.3 For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).] [or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd.

3.5.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members hereby release claims against all Released Parties as follows:

4.1 **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

4.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 4.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 4.3 Release by Aggrieved Employees: All Non-Participating Class Members who are 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 and ascertained in the course of the Action including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.
5. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.
 - 5.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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 Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest

with Class Members and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

5.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

5.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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.

6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions 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.

6.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

6.3 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.

6.4 Notice to Class Members.

- 6.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 6.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 6.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 6.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 6.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6.5 Requests for Exclusion (Opt-Outs).

- 6.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 6.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 6.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 6.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 6.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall

be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

6.7 Objections to Settlement.

6.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

6.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

6.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.8 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.

6.8.1 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 6.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 6.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 6.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
7. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 487 Class Members and 9,166 Total Workweeks during the Class Period and (2) there were 465 Aggrieved Employees who worked 8,738 Pay Periods during the PAGA Period. If the Total Workweeks increases by more than 5%, then the Gross Settlement Amount will be increased proportionally by the number of workweeks worked in excess of 5%. For example, if the Total Workweeks increases by 6%, then the Gross Settlement Amount will increase by 1%.
8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members or the individuals on the Exclusion List represent more than 25% of the total Workweeks, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the

Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 **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.
- 9.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's 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).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,

inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11.4 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.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

11.6 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.

11.7 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.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant 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.

- 11.9 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.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 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.
- 11.12 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.
- 11.13 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.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 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.
- 11.16 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.
- 11.17 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:

D.Law, Inc.

David Yeremian

d.yeremian@d.law

David Keledjian

d.keledjian@d.law

Kevin Burns

k.burns@d.law

Jordan Floyd

j.floyd@d.law

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

To Defendant:

Kirton McConkie

Christopher S. Hill

chill@kmclaw.com

Ryan B. Frazier

rfrazier@kmclaw.com

36 S. State Street, Suite 1900

Salt Lake City, UT 84111

Telephone: (801) 328-3600

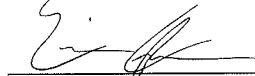
11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

11.19 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

Dated: May 5, 2025

BROOKS PEST CONTROL, INC.

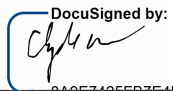


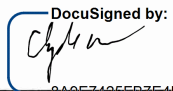
By: Eric Campbell

Its: CEO and authorized representative

Dated: May 5, 2025

PLAINTIFF

DocuSigned by:



Clyde Davis Morrison

AGREED AS TO FORM

Dated: May 5, 2025

D.LAW, INC.


David Keledjian

Dated: May 5, 2025

KIRTON MCCONKIE PC


Ryan Frazier

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL** *Clyde Davis Morrison II v. Brooks Pest Control,
Inc.*, Case No. 23STCV22466

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Brooks Pest Control, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former Brooks Pest Control, Inc. employee Clyde Davis Morrison II ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly employees ("Class Members") who worked for Defendant during the Class Period (September 18, 2019 to December 8, 2024); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the PAGA Period (September 18, 2022 to December 8, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can

	object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Emil Davtyan, David Yeremian, David Keledjian, and Kevin Burns of D.Law, Inc. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, Brandon McKelvey, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal

for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$ as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$170,000 (33% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$_____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$5,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$_____ to the Administrator for services administering the Settlement.
 - d. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right

to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, _____ (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This

means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are 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 and ascertained in the course of the Action including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$_____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from

Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Clyde David Morrison II v. Brooks Pest Control, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV22466. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

D.Law, Inc.

Emil Davtyan

emil@d.law

David Yeremian

d.yeremian@d.law

David Keledjian

d.keledjian@d.law

Kevin Burns

k.burns@d.law

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void

☐ you should consult the California State Controller's Office - Unclaimed Property Division at (800) 992-4647; mail at P.O. Box 942850, Sacramento, CA 94250; in-person 10600 White Rock Road, Suite 141, Rancho Cordova, CA 95670 for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

EXHIBIT 2

Monday, September 18, 2023 at 13:56:23 Pacific Daylight Time

Subject: Thank you for submission of your PAGA Case.

Date: Monday, September 18, 2023 at 12:20:54 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: Silvia Pimentel

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9/18/2023

LWDA Case No. LWDA-CM-982216-23

Law Firm : D.Law, Inc.

Plaintiff Name : Clyde Davis Morrison II and other aggrieved employees

Employer: Brooks Pest Control, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations**Private Attorneys General Act (PAGA) - Filing****New PAGA Claim Notice****Your Information (Person Who is Filing)****Your First Name ***

David

Your Last Name *

Yeremian

Firm Name (if any) *

D.Law, Inc.

(Enter "in pro per" if you are representing yourself)

Your Email Address *

s.pimentel@d.law

Your Street Name, Number and Suite/Apt *

880 E Broadway

Your Mobile Phone Number**Your City ***

Glendale

Your Work Phone Number

(818)962-6465

Your State *

California

Your Zip/Postal Code *

91205

Plaintiff Information**Plaintiff/Aggrieved Employee Name ***

Clyde Davis Morrison II and other agg

Plaintiff/Aggrieved Employee Occupation *

Non- exempt hourly employee

[Add Additional Plaintiffs](#)**Employer Information****Employer Entity Type**

Corporation

Employer Name *

Brooks Pest Control, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

680 E Parkridge Ave #100

Employer City *

Corona

Employer State * California	Employer Zip/Postal Code * 92879
Employer Industry * Other	Employer Industry for "Other" * Pest Control

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

51

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☒ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages**PAGA Claim Type – Check All that Apply ***

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

David

Billing Last Name *

Yeremian

Billing Email *

s.pimentel@d.law

Billing Phone

(818)962-6465

Billing Street Name, Number and Suite/Apt *

880 E Broadway

Billing City *

Glendale

Billing State *

California

Billing Zip/Postal Code *

91205

Credit Card Type *

Visa

Credit Card Number *

4246315377200322

CVV Number *

156

Credit Card Expiration Month *

02

mm

Credit Card Expiration Year *

2028

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File

PAGA Ltr (Morrison).pdf

Other Attachment - (if any) (must be a .pdf)

Choose File

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

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[Submit](#)

EXHIBIT 3

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