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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

PAFODAY KANU, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. GEIL ENTERPRISES, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 23CECG05121 Honorable Lisa M. Gamoian Department 403 **DECLARATION OF VARTAN MADOYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES PAYMENT AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS** [Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement and Release, Attorneys' Fees Payment and Costs, General Release Fee, and Settlement Administration Costs; Declaration of Plaintiff (Pafoday Kanu); Declaration of Settlement Administrator (Michael More); and [Proposed] Order and Judgment filed concurrently herewith] Hearing Date: April 7, 2026 Hearing Time: 3:30 p.m. Department: 403 Complaint Filed: December 13, 2023 Trial Date: None Set

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DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Pafoday Kanu ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial

Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Senior Partner and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions,

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

5. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and I am also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery,

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appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and have handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from Loyola Law School in 2011, graduating with *Cum Laude* and Order of the Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, I have practiced almost exclusively on complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended dozens of depositions and successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class

certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over seventy-five (75) cases.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

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d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a

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wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of

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non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company

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on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ firm represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt

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employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court

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Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. On November 2, 2023, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims,

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ZB, N.A. v. Superior Court (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2016-00005578-CU-OE-CTL.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is

37-2015-00025968-CU-OE-CTL.

nn) LFJ represented the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast Number is CGC-20-582809.

THE LAWSUIT

8. Defendant is located in Fresno, California and provides security and janitorial services to customers throughout California. During the relevant time period, Defendant operated at least one location in California and provided services to customers throughout California. Plaintiff Pafoday Kanu is a former employee of Defendant.

9. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff that was dated October 9, 2023 ("PAGA Notice"). The PAGA Notice was sent by U.S. Certified

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Mail to the employers and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notices. A true and correct copy of the PAGA Notice is attached hereto as "**EXHIBIT 2**."

10. On December 13, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") against Defendant and CIS Security, Janitorial, Inc. ("CIS Security") in the Fresno County Superior Court ("Court"), Case No. 23CECG05121 (the "Action"). CIS Security was dismissed as a defendant without prejudice on June 14, 2024. Plaintiff's core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

11. On March 6, 2024, Defendant filed an Answer to the Operative Complaint. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

THE SETTLEMENT REACHED IN THE ACTION

12. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Pafoday Kanu, for himself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant Geil Enterprises, Inc. ("Defendant"). The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for

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mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees Payment and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

13. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period between October 9, 2022, through the earlier of the Court's approval of the Settlement or the Alternate End Date based on the Escalator Clause stated in the Settlement. Based on information provided by Defendant, it is estimated that during the PAGA Period there are approximately 968 Aggrieved Employees who are credited with 47,350 Compensable Pay Periods.

14. Defendant has agreed to pay the gross amount of $285,000.00 ("Total Settlement Amount"), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of $99,750.00 for attorneys' fees and up to $20,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee in the amount of $5,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to $7,500.00 to the PAGA Settlement Administrator. Plaintiff's Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of $13,147.82, and assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs are approved by the Court, the Net Settlement Amount is estimated to be approximately $159,602.18. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $119,701.63 ("LWDA

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Payment"), and 25% of the Net Settlement Amount, which is estimated to be $39,900.55 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain Phoenix Class Action Administration Solutions ("Phoenix" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Phoenix to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $7,500.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

15. The effectiveness of Plaintiff's Counsel, Lawyers *for* Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

16. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on September 26, 2024, conducted by Hon. Howard R. Broadman (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. While the Parties did not settle the matter during the mediation session, the Parties agreed to and engaged in continued settlement negotiations and ultimately reached the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, reporting time pay,

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Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, business expense reimbursement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

17. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of thousands of pages of information, documents, and data obtained from Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendant and CIS Security prior to their dismissal from the case (specifically, Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), and served multiple Notices of Deposition of Defendant's Person Most Knowledgeable and Requests for Production of Documents, reviewed Defendant's objections and responses and supplemental objections and responses thereto, and affirmative defenses. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment records; Plaintiff's payroll records; a detailed sampling of Aggrieved Employees' time and pay data; multiple iterations of Defendant's General Expectations Guide and amendments thereto; job descriptions; various forms, agreements, and acknowledgments (such as, General Expectations Guide Acknowledgment Form; Meal and Rest Period Acknowledgement, Agreement for On-Duty Meal Period, and Certificates of Completion for various trainings); and Defendant's operations and employment practices, policies, and procedures (such as, Defendant's Reporting-Time Pay Policy, Pay Checks Policy, Time Keeping Requirements Policy, Overtime Policy, and Meal and Rest Periods Policy), among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not

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limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, arbitration, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, business expense reimbursement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

18. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

19. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the

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imposition of penalties.

THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE OF POSSIBLE OUTCOMES

20. In order for Plaintiff to prevail on the PAGA claim, he would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff raise individualized issues and/or are not suitable for adjudication as to a group of employees.

21. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

22. Defendant also challenged Plaintiff's standing as an aggrieved employee and denied that any of its other employees whom Plaintiff seeks to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties

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of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

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

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

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actually assessed by trial courts is far less than the amount sought.

25. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, arguendo, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been notified that it is violating a Labor Code provision […], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

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26. Plaintiff's Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for $0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of $7 million PAGA penalties requested, the court awarded $425,000); *Carrington v Starbucks Corp*. (2018) 30 Cal.App.5th 504, 517, 529 (of $75 million in penalties sought, the court affirmed the trial court's $150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to $5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of $456,133 sought, the court awarded $197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of $2,800,000 PAGA penalties requested, the court awarded $500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of $1,800,000 PAGA penalties requested, the court awarded $500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined

to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

27. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding individual arbitration provisions. Defendant contended that these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's

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determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id*. at 693.

28. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

29. While Plaintiff disagrees with Defendant's contentions and maintains that his PAGA claim has merit, in reaching the settlement, Plaintiff and his counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

30. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator Hon. Howard R. Broadman (Ret.), who is highly experienced in mediation complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the

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uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

THE VALUE OF THE PAGA CLAIM

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

32. Plaintiff alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business expenses. Specifically, Plaintiff contends that Defendant required Plaintiff and Aggrieved Employees to perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods, and to remain on premises during meal and rest periods and perform work. Further, Plaintiff contends that Defendant failed to correctly calculate the regular rate of pay for purposes of paying overtime wages and meal and rest premiums. Based on Plaintiff's Counsel's investigation, the key issues for the off-the-clock claims is that aggrieved employees were required to spend several minutes completing COVID-19 screening (daily), were required to discuss work-related matters with supervisors (regularly), were required to spend time donning and doffing (daily), were required to spend several minutes securing equipment in a lockbox or handing it off to and debriefing the relieving employee (daily), were required to spend approximately thirty minutes to two hours staying or traveling to and covering another work post (regularly), and were required to spend approximately one hour laundering their required uniform (weekly). Based on Plaintiff's Counsel's investigation, the key issues for the meal and rest break claims is that aggrieved employees were required to stay on call at all

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times, including for meal and rest breaks, were required to remain on the premises for meal and rest breaks, experienced missed, late, short, and interrupted meal and rest breaks due to having to perform job responsibilities and tasks and not having sufficient coverage, and were required to adhere to an unenforceable on-duty meal waiver. As a result, Plaintiff contends that Defendant did not pay Plaintiff and aggrieved employees all compensation due to them, that meal and rest periods were non-compliant, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleges that Defendant intentionally and willfully failed to pay Plaintiff and Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contends that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Plaintiff contends that Defendant failed to reimburse Plaintiff and the other Aggrieved Employees for necessary business expenses for use of personal cell phones, operation of personal vehicles, and purchase and maintenance of dress-code compliant clothing, such as specific types of footwear, as well as the purchase of other work-related equipment, such as face masks and flashlights, for work purposes.

33. Plaintiff's Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that employees regularly signed meal waivers, employees were subject to arbitration agreements, that Defendant correctly paid regular and overtime wages for all hours worked, that donning and doffing was required to be on-the-clock and/or was de minimis, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendant has a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiff's Counsel conducted a preliminary meal

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analysis which reflected that almost all shifts were eligible for at least one meal break and included a facially-apparent meal period violation. Plaintiff's Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, departments, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

34. Plaintiff's Counsel considered information obtained through investigations and from Plaintiff, Defendant, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

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

a. <u>Failure to Pay Overtime Wages</u>: The potential value of civil penalties was estimated to be $4,686,600.00 (968 initial violations x $50 + 46,382 subsequent violations x $100). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $1,405,980.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $492,093.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower

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penalties and obtaining a recovery (bringing the value of civil penalties closer to $49,209.30).

b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be $11,692,300.00 (968 initial violations x $100 + 46,382 subsequent violations x $250). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $3,507,690.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $526,153.50), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $52,615.35).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be $4,686,600.00 (968 initial violations x $50 + 46,382 subsequent violations x $100). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $1,405,980.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $492,093.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $49,209.30).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be $4,686,600.00 (968 initial violations x $50 + 46,382 subsequent violations x $100). A discount of 70% was

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applied to account for the risks associated Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $1,405,980.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $210,897.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $21,089.70).

e. <u>Failure to Timely Pay Wages During Employment and Upon Termination</u>: Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendant failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that he and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be $52,000.00 (520 violations x $100 civil penalties). A discount of

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70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $15,600), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $6,240.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $624.00).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be $11,692,300 (968 initial violations x $100 + 46,382 subsequent violations x $250). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $3,507,690.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $526,153.50), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $52,615.35).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be $484,000.00 (968 aggrieved employees x $500). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $145,200.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $21,780.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to

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reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $2,178.00).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be $9,373,200.00 (968 initial violations x $100 + 46,382 subsequent violations x $200). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $2,811,960.00), a discount of 90% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $281,196.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $28,119.60).

36. Alternate Valuations (Per Capita Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a risk adjusted amount of approximately $255,060.60, if civil penalties were assessed on a per capita basis instead, for example, in the amount of $1,950.00 for each of the 968 individuals, this would yield potential civil penalties in the amount of $1,887,600.00, and discounting that amount of civil penalties by 90% for risks associated Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $188,760.00.

37. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's

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

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

38. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of $99,750.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to contingency-fees of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

39. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **230.40 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at

Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

Attorney	**Title**	**Bar No**	**Years Admitted & Practicing in CA**	**Rate**	**Total Hours**	**Lodestar**
Edwin Aiwazian	Managing Attorney & Shareholder	232943	2004 (21 years)	$1,495	30.40	$45,448.00
Arby Aiwazian	Senior Partner	269827	2010 (15 years)	$1,295	18.30	$23,698.50
Joanna Ghosh	Senior Partner	272479 (CA); 518149 (NY)	2010 (CA); 2013 (NY) (15 years)	$1,295	3.60	$4,662.00
Elizabeth Parker-Fawley	Partner	301592	2014 (11 years)	$850	5.20	$4,420.00
Tara Zabehi	Partner	314706	2017 (8 years)	$850	5.90	$5,015.00
Vartan Madoyan	Senior Attorney	279015	2011 (14 years)	$850	8.60	$7,310.00
Brian St. John	Senior Attorney	304112	2015 (10 years)	$850	1.70	$1,445.00
Alicia A. Pennant	Senior Attorney	322989	2018 (7 years)	$850	68.90	$58,565.00
Brittany Shaw Carter	Senior Attorney	331773	2020 (5 years)	$850	0.90	$765.00
Scarlet Tunney	Attorney	359178	2024 (1 year)	$575	15.20	$8,740.00
Melissa A. LeBlanc-Mansell	Senior Attorney (former)	283080	2012 (13 year)	$850	45.20	$38,420.00
Margaux K. Gundzik	Attorney (former)	340116	2021 (4 years)	$575	22.00	$12,650.00
Gabriella Sole	Attorney (former)	346164	2022 (3 years)	$575	4.50	$2,587.50
TOTAL:					230.40	$213,726.00

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40. The billing rates for each of the attorneys listed above, who worked on this matter, are reasonable and commensurate with the individual backgrounds, training, and experience of the attorneys, in litigating complex wage-and-hour actions, and in particular, employment class actions and representative actions.

41. The work performed in this particular case, the background of Lawyers *for* Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support use of the hourly rates of compensation listed above, and certainly at least a reasonable blended hourly rate of compensation of at least $800 for work performed by Plaintiff's Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $800 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of $831.38; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of $845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

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42. The Settlement provides for reimbursement of litigation costs and expenses of up to $20,000.00. Plaintiff's Counsel seeks reimbursement of only $13,147.82 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4**." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($20,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of $6,852.18 will be part of the Net Settlement Amount.

GENERAL RELEASE FEE TO PLAINTIFF

43. For his work as a PAGA representative and his individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides General Release Fee to Plaintiff in the total amount of $5,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Further, the LWDA has been a proponent of plaintiffs in PAGA representative actions receiving incentive awards for their work in prosecuting PAGA lawsuits because PAGA representatives bear risks in bringing such actions. Pursuant to California Evidence Code section 452, the Court is respectfully requested to take judicial notice of a brief filed by the LWDA on November 30, 2023 in *John Doe, et al., v. Google, Inc., et al.*, San Francisco County Superior

Court, Case No. CGC-16-556034, wherein the LWDA advocates for the court awarding PAGA representatives with significant incentive payments, a true and correct copy of which is attached hereto as "**EXHIBIT 5.**" Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to any individual penalties payment he will receive as an aggrieved employee.

44. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 13th day of March 2026, at Glendale, California.

Vartan S. Madoyan

Vartan Madoyan

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EXHIBIT 1

<u>PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE</u>

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Pafoday Kanu ("Plaintiff"), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Geil Enterprises, Inc. ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **<u>Recitals</u>**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately November 2021 to approximately July 2023;

(b) On October 9, 2023, Lawyers *for* Justice, PC ("Plaintiff's Counsel") submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-986527-23 (the "PAGA Notice");

(c) On December 13, 2023, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Pafoday Kanu v. Geil Enterprises, Inc.; CIS Security, Janitorial Inc.*, Fresno County Superior Court Case No. 23CECG05121 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On April 29, 2024, Defendant CIS Security, Janitorial Inc. was dismissed from the Action, without prejudice;

(e) On September 26, 2024, the Parties mediated the Action with Hon. Howard R. Broadman (Ret.), and, while the Parties did not settle the matter during the mediation session, the Parties agreed to and engaged in continued informal settlement negotiations and ultimately reached the Settlement described herein to resolve the Action in its entirety;

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and claims released herein (as set forth in Section 8(a) below).

(g) Unless otherwise specified, all citations and references to the PAGA statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Action and the Settlement pursuant to California Labor Code section

2699(v), as amended, because the PAGA Notice was submitted to the LWDA before June 19, 2024.

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of $285,000.00 (the "Total Settlement Amount"), subject to possible increase under Section 3(b), to resolve the Action and claims released herein, which will be paid as follows:

(1) Attorneys' fees in the amount of 35% of the Total Settlement Amount ("Attorneys' Fees Payment"), which is $99,750.00 if the Total Settlement Amount remains $285,000.00, and reimbursement of litigation costs and expenses in the amount of up to Twenty Thousand Dollars ($20,000.00) ("Litigation Costs and Expenses Payment") (collectively, Attorneys' Fees Payment and Litigation Costs and Expenses Payment are referred to as "Attorneys' Fees and Costs" or "Attorneys' Fees and Costs Payment") to Plaintiff's Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Five Thousand Dollars ($5,000.00) ("General Release Fee") to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") to Phoenix Class Action Administration Solutions (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period October 9, 2022, through the earlier of (a) the date of the Court's approval of the Settlement, or (b) the Alternate End Date (as provided in Section 3(b) below) is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) **Escalator Clause**. The Aggrieved Employees are estimated to consist of approximately 968 individuals who worked approximately 47,350 Compensable Pay Periods as of the date of the Parties' mediation. If the total number of Compensable Pay Periods worked during the PAGA Period is more than ten percent (10%) higher than 47,350, i.e. if the actual total number of Compensable Pay Periods is more than 52,085, then Defendant shall have the option to either: (a) increase the Gross Settlement Amount proportionally for the excess beyond the 52,085 Compensable Pay Period threshold (so that the Gross Settlement Amount will increase by 1% for every 1% increase in Workweeks over the 10% threshold) or (b) modify the applicable end date of the PAGA Period to a date prior to incurring the pro rata increase to keep the maximum Compensable Pay Periods at 52,085 and not to trigger the Escalator Clause, and such date shall be referred to as the "Alternate End Date".

(c) Because the Action asserts PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Ian Wieland of Sagaser, Watkins & Wieland PC ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **<u>Payment of Total Settlement Amount / Notice to Recipients</u>**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked as a current and former hourly-paid or non-exempt employee for Defendant in the State of California during the PAGA Period ("Compensable Pay Periods"), which will be calculated by Defendants and verified by the PAGA Settlement Administrator. Compensable Pay Periods shall be calculated based on the hire and termination date of current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter translated into Spanish ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "<u>Exhibit A</u>", in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator

with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) Defendant's calculation of the total number of Compensable Pay Periods worked during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to verify the Compensable Pay Periods counts.

(2) If Defendant has not otherwise provided confirmation and an updated count of Compensable Pay Periods and Parties have not otherwise made a determination of whether or not the threshold set forth in Section 3(b) was exceeded, and if it was exceed, which option Defendant has elected, then no later than twenty-one (21) calendar days after the Court's order granting approval of the Settlement, Defendant and the PAGA Settlement Administrator shall advise whether or not the threshold set forth in Section 3(b) was exceeded, and if it was exceeded, the date upon which the threshold was exceeded, and which option Defendant has elected. In the event that Defendant elects to shorten the PAGA Period pursuant to Section 3(b), and this occurs after the Court has entered an order approving the Settlement, in that event, the Parties will file a stipulation with the Court seeking an order modifying the Court's order approving the Settlement in order to adjust the PAGA Period.

(3) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(4) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(5) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

(h) If the Court fails to grant approval of the PAGA settlement, the Parties shall be restored to their positions at the time of the execution of this memorandum, which shall include but not be limited to, all funds paid by Defendant shall be returned to it, with the exception that if any administration costs are due and payable, Plaintiff and Defendant agree to spilt those costs.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California**.

(a) Effective upon the date the Court enters the order approving the Settlement Agreement and full funding of the Total Settlement Amount by Defendant, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq*. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, the "Released Claims").

(b) Effective upon the date the Court enters the order approving the Settlement Agreement and full funding of the Total Settlement Amount by Defendant, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court enters the order approving the Settlement Agreement and full funding of the Total Settlement Amount by Defendant, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Motion for Approval of the PAGA Settlement**. Plaintiff shall prepare and file a motion for approval of PAGA Settlement ("Motion for Approval"). Defendant shall not oppose the motion, to the extent consistent with this agreement.

(a) Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defendant's Counsel all documents necessary for obtaining approval of the PAGA Settlement, including: (i) a notice and memorandum in support, of the Motion for Approval; (ii) a proposed order and judgment granting approval of the Settlement; (iii) a declaration from Plaintiff confirming his willingness and competency to serve as a PAGA representative; (iv) a declaration from Aggrieved Employee Counsel attesting to their competency to represent the Aggrieved Employees; (v) proof of Plaintiff's timely transmission to the LWDA of all necessary documents and information required pursuant to the PAGA; and, (vi) other information necessary to obtain the Court's approval of the Settlement, including evidence supporting the reasonableness of the Settlement. Aggrieved Employee Counsel shall have responsibility for appearing in Court to advocate in favor of the Motion for Approval and providing necessary information to the Administrator. Plaintiff shall provide a draft of the Motion for Settlement Approval to Defendant no less than five calendar days prior to filing the Motion.

(b) Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the supporting declarations and documents, the Parties will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, Plaintiff's Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties to modify the Agreement and otherwise satisfy the Court's concerns.

10. **<u>Governing Law and Interpretation</u>**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **<u>Waiver of Right to Appeal.</u>** Provided the Court's order granting approval of this Settlement Agreement and/or judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, Aggrieved Employees, and the LWDA waive all rights to appeal from the Court's order granting approval of this Settlement Agreement and/or 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.

12. **<u>Appellate Court Orders to Vacate, Reverse, or Materially Modify the Court's Order Granting Approval of the Settlement Agreement and/or Judgment.</u>** If an appellate court vacates, reverses, or modifies the Court's order granting approval of this Settlement Agreement and/or judgment in a manner that requires a material change to this Agreement, 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 approval of the Settlement and entry of judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. No Party shall be obligated to consent to any material change of this Agreement, whether or not such material change is requested by the reviewing court. A "material change" for these purposes includes a change to the Gross Settlement Amount or scope of the releases set forth herein, but does not include the Court's decision to award less than the amounts requested by Plaintiff for the General Release Fee, Attorneys' Fees Payment, and/or Litigation Costs and Expenses Payment.

13. **<u>Amended Judgment.</u>** Parties agree that California Code of Civil Procedure § 384 does not apply to the Action or the Settlement because it does not involve a class action or recovery of payment for settlement of class action claims. If regardless of this the Court requires an amended judgment pursuant to California Code of Civil Procedure § 384, the Parties will work

together in good faith to jointly submit and a proposed amended judgment in accordance with the Court's deadline for submission of said amended judgment.

14. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

15. **No Public Comment.** Plaintiff and their Counsel will keep this Settlement confidential through the date of submission of the Motion for Approval, and Plaintiff and Plaintiff's Counsel shall undertake the required submissions of information and/or documents to the California Labor and Workforce Development Agency on its website as required by the PAGA statute. Plaintiff's Counsel agrees to otherwise keep this Settlement confidential, including without limitation, no disclosures to the media, or on any websites, blogs, social media, and/or online platforms. Additional exceptions to the obligation of confidentiality in this section are: (a) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (b) to obtain and seek approval of this Settlement in Court or as is necessary to provide settlement information to Aggrieved Employees; (c) if any party to this Settlement Agreement seeks to enforce any term or condition of this Settlement against any other Party to this Settlement; and (d) in court filings to establish adequacy of counsel in other actions, or for purposes of seeking approval of comparable settlements.

16. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. Howard R. Broadman, Ret. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Upon full execution, this Agreement sets forth the final, complete, and exclusive statement of the Parties' agreement concerning the matters covered by this

Agreement, and all prior agreements, understandings, oral agreements and writings are expressly superseded hereby and of no further force and effect.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 11/21/2025 ,2025

Pafoday Kanu
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

GEIL ENTERPRISES, INC.

Date: ______________________, 2025

Name:
Title:

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: November 24, 2025

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Attorneys for Plaintiff Pafoday Kanu

SAGASER, WATKINS & WIELAND PC

Date: ______________________, 2025

Ian Wieland
Attorneys for Defendant Geil Enterprises, Inc.

Agreement, and all prior agreements, understandings, oral agreements and writings are expressly superseded hereby and of no further force and effect.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: ______________________,2025

____
Pafoday Kanu
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

GEIL ENTERPRISES, INC.

Date: Aug 12, 2025, 2025

Yvonne Chelberg
Yvonne Chelberg (Aug 12, 2025 12:14:38 PDT)
Name: Yvonne Chelberg
Title: CFO

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: ______________________, 2025

____
Arby Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell
Attorneys for Plaintiff Pafoday Kanu

SAGASER, WATKINS & WIELAND PC

Date: AUGUST 12, 2025

Ian Wieland
Ian Wieland
Attorneys for Defendant Geil Enterprises, Inc.

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Pafoday Kanu v. Geil Enterprises, Inc.*, Fresno County Superior Court Case No. 23CECG05121

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Pafoday Kanu v. Geil Enterprises, Inc.*, Fresno County Superior Court Case No. 23CECG05121 ("Action").

The lawsuit was filed on December 13, 2023 by Pafoday Kanu ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on October 9, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-986527-23 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant Geil Enterprises, Inc. ("Defendant").

On << Date>>, the Court entered the order approving the Settlement Agreement, thereby ordering that the Net Settlement Amount be paid 75% to the LWDA and 25% to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period October 9, 2022, through [the Date the Court approves the Settlement or the Alternate End Date] ("Aggrieved Employees"). The period October 9, 2022, through [the Date the Court approves the Settlement or the Alternate End Date] is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, effective upon the date the Court entered the order approving the Settlement Agreement and Defendant's full funding of the Total Settlement Amount, the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.
>
> "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Phoenix Class Action Administration Solutions at [toll-free phone number].

EXHIBIT 2

October 9, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***GEIL ENTERPRISES, INC.; CIS SECURITY, JANITORIAL INC.***

Dear Representative:

We have been retained to represent Pafoday Kanu against Geil Enterprises, Inc., and CIS Security, Janitorial Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Geil") for violations of California wage-and-hour laws. Mr. Kanu seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Kanu seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Geil employed Mr. Kanu as an hourly-paid, non-exempt employee from approximately November 2021 to approximately July 2023, in the State of California.

The "aggrieved employees" that Mr. Kanu may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Geil has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Geil required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, completing COVID screening protocols, and donning and/or doffing uniform.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Kanu and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Kanu and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Geil required Mr. Kanu and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Geil failed to pay Mr. Kanu and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Geil failed to pay Mr. Kanu and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Geil did not provide Mr. Kanu and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Geil were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Kanu and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Kanu and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Kanu and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Kanu and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Kanu and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Geil failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Kanu and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Geil did not provide Mr. Kanu and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Geil failed to pay Mr. Kanu and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Kanu and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Geil failed to pay Mr. Kanu and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Kanu and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Kanu and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Geil. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, the purchasing and maintenance of footwear in compliance with the dress code, and the purchasing and maintenance of equipment.

Therefore, on behalf of all aggrieved employees, Mr. Kanu seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Solé

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Geil Enterprises, Inc.
c/o Yvonne Chelberg
Agent for Service of Process
1945 N Helm Ave, Ste 102
Fresno, CA 93727

Geil Enterprises, Inc.
c/o Prisma N. Valencia
Paralegal
Sagaser, Watkins & Wieland PC
5260 N. Palm Ave., Ste. 400
Fresno, CA 93704

CIS Security, Janitorial Inc.
1945 N. Helm Ave #102
Fresno, California 93740

EXHIBIT 3

PAFODAY KANU V. GEIL ENTERPRISES, INC.
Fresno County Superior Court Case No. 23CECG05121

ATTORNEY TASK AND TIME CHART

<table>
<tr><th>TASK</th><th>LAWYERS for JUSTICE, PC</th></tr>
<tr><td colspan="2">Investigation and Research / Due Diligence</td></tr>
<tr><td>Meet, Communicate, and/or Review Communication with Pafoday Kanu (“Plaintiff”)
Edwin Aiwazian – 2.30 hours
Arby Aiwazian – 1.30 hours
Margaux K. Gundzik – 1.50 hours
Melissa A. LeBlanc-Mansell – 3.70 hours
Alicia A. Pennant – 5.60 hours
Vartan S. Madoyan – 0.80 hour
Scarlet Tunney – 2.10 hours</td><td>17.30</td></tr>
<tr><td>Investigate, Communicate with, Interview, and/or Review Communication with Aggrieved Employees and/or Percipient Witnesses
Edwin Aiwazian – 7.10 hours
Joanna Ghosh – 0.40 hour</td><td>7.50</td></tr>
<tr><td colspan="2">Pleadings and Court Filings</td></tr>
<tr><td>Investigate the Merits of Plaintiff’s Private Attorneys General Act (“PAGA”) Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on December 13, 2023)
Arby Aiwazian – 2.40 hours
Elizabeth M. R-H Parker-Fawley – 5.10 hours</td><td>7.50</td></tr>
</table>

Review Court's Notice of Case Management Conference and Assignment of Judge for All Purposes (filed on December 15, 2023) • Arby Aiwazian – 0.10 hour • Elizabeth M. R-H Parker-Fawley – 0.10 hour	0.20
Review Defendant Geil Enterprises, Inc.'s ("Defendant") Declaration of Yvonne Chelberg (served on February 29, 2024) • Tara Zabehi – 0.20 hour • Margaux K. Gundzik – 0.20 hour	0.40
Review and Analyze Defendant's Answer to Plaintiff's PAGA Complaint (served on March 6, 2024) and Research Affirmative Defenses • Tara Zabehi – 0.40 hour • Margaux K. Gundzik – 1.10 hours	1.50
Draft, Review, and/or Revise Declaration of Demurring or Moving Party in Support of Automatic Extension (filed on March 15, 2024) • Tara Zabehi – 0.10 hour • Margaux K. Gundzik – 0.10 hour	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation Regarding Mediation and Request to Continue Case Management Conference; [Proposed] Order Thereon (submitted on April 4, 2024) • Tara Zabehi – 0.60 hour • Margaux K. Gundzik – 0.70 hour	1.30
Review Court's Order Regarding Mediation and Request to Continue Case Management Conference (filed on April 5, 2024) • Tara Zabehi – 0.10 hour • Margaux K. Gundzik – 0.10 hour	0.20
Draft, Review, and/or Revise Plaintiff's Notice of Entry of Judgment or Order (filed on April 26, 2024)	0.10

• Margaux K. Gundzik – 0.10 hour	
Draft, Review, and/or Revise Plaintiff's Request for Dismissal (filed on April 29, 2024) • Tara Zabehi – 0.10 hour • Brittany Shaw Carter – 0.20 hour	0.30
Review Court's Order Granting Dismissal of CIS Security, Janitorial Inc. (filed on May 6, 2024) • Tara Zabehi – 0.10 hour • Brittany Shaw Carter – 0.10 hour	0.20
Review Court's Notice of Calendar Setting (filed on June 5, 2024) • Margaux K. Gundzik – 0.10 hour	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Entry of Dismissal and Proof of Service (filed on June 14, 2024) • Brittany Shaw Carter – 0.10 hour	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on August 6, 2024) • Alicia A. Pennant – 1.10 hours	1.10
Review Court's Order to Continue Case Management Conference (filed on August 7, 2024) • Alicia A. Pennant – 0.10 hour	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Entry of Judgment or Order (filed on August 15, 2024) • Alicia A. Pennant – 0.10 hour	0.10
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed on December 2, 2024) • Brittany Shaw Carter – 0.20 hour • Margaux K. Gundzik – 0.40 hour	0.60
Review Defendant's Case Management Statement (served on December 2, 2024) • Brittany Shaw Carter – 0.10 hour	0.20

• Margaux K. Gundzik – 0.10 hour	
Review Court's Case Management Conference Minutes/Order to Show Cause (filed on December 17, 2024) • Tara Zabehi – 0.20 hour • Margaux K. Gundzik – 0.20 hour	0.40
Draft, Review, and/or Revise Plaintiff's Notice of Change of Address or Other Contact Information (filed on January 30, 2025) • Margaux K. Gundzik – 0.10 hour	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Settlement (filed on February 18, 2025) • Brittany Shaw Carter – 0.10 hour • Margaux K. Gundzik – 0.10 hour	0.20
Draft, Review, and/or Revise Plaintiff's Notice of Settlement (filed on March 27, 2025) • Brittany Shaw Carter– 0.10 hour	0.10
Review Court's Notice of Dismissal Hearing Pursuant to Rule 3.1385 (filed on April 7, 2025) • Melissa A. LeBlanc-Mansell – 0.10 hour	0.10
Review Court's Notice of Assignment of Judge for All Purposes (filed on April 29, 2025) • Joanna Ghosh – 0.10 hour • Melissa A. LeBlanc-Mansell – 0.10 hour	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Statement Regarding Dismissal Hearing Pursuant to Rule 3.1385 (filed on May 22, 2025) • Melissa A. LeBlanc-Mansell – 0.90 hour	0.90
Review Court's Dismissal Hearing Minutes/Order (filed on May 28, 2025) • Melissa A. LeBlanc-Mansell - 0.10 hour	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Statement Regarding Dismissal Hearing Pursuant to Rule 3.1385 (filed on July 22, 2025)	0.90

• Melissa A. LeBlanc-Mansell – 0.90 hour	
Review Court's Dismissal Hearing Minutes/Order (filed on August 6, 2025) • Melissa A. LeBlanc-Mansell – 0.10 hour	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on November 21, 2025) • Vartan S. Madoyan – 0.40 hour • Scarlet Tunney – 0.40 hour	0.80
Review Court's Dismissal Hearing Minutes/Order (filed on December 2, 2025) • Vartan S. Madoyan – 0.10 hour • Scarlet Tunney – 0.10 hour	0.20
Appearances	
Prepare for and Remotely Attend Case Management Conference (December 17, 2024) • Margaux K. Gundzik – 2.10 hours	2.10
Prepare for and Remotely Attend Case Management Conference (May 28, 2025) • Melissa A. LeBlanc-Mansell – 1.50 hours	1.50
Prepare for and Remotely Attend Dismissal Hearing (August 6, 2025) • Melissa A. LeBlanc-Mansell – 1.50 hours	1.50
Prepare for and Remotely Attend Case Management Conference (December 2, 2025) • Scarlet Tunney – 1.20 hours	1.20
Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff (served on September 5, 2023) • Edwin Aiwazian – 1.40 hours • Arby Aiwazian – 1.10 hours	3.60

• Margaux K. Gundzik – 1.10 hours	
Draft, Review, and/or Revise Plaintiff's Form Interrogatories—General (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Sets One & Two) to Defendant Geil Enterprises, Inc. (served on March 25, 2024) • Tara Zabehi – 0.90 hour • Margaux K. Gundzik – 2.50 hours	3.40
Draft, Review, and/or Revise Plaintiff's Form Interrogatories—General (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Sets One & Two) to Former Defendant CIS Security, Janitorial Inc. (served on March 25, 2024) • Tara Zabehi – 0.90 hour • Margaux K. Gundzik – 2.50 hours	3.40
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Geil Enterprises, Inc. and Requests for Production of Documents (Organizational Structure; noticed for April 30, 2024) (served on March 25, 2024) • Tara Zabehi – 0.20 hour • Margaux K. Gundzik – 0.90 hour	1.10
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Geil Enterprises, Inc. and Requests for Production of Documents (Wage and Hour Practices; noticed for May 1, 2024) (served on March 25, 2024) • Tara Zabehi – 0.20 hour • Margaux K. Gundzik – 1.10 hours	1.30
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Former Defendant CIS Security, Janitorial Inc. and Requests for Production of Documents (Organizational Structure; noticed for May 2, 2024) (served on March 25, 2024) • Tara Zabehi – 0.20 hour • Margaux K. Gundzik – 0.90 hour	1.10

Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Former Defendant CIS Security, Janitorial Inc. and Requests for Production of Documents (Wage and Hour Practices; noticed for May 3, 2024) (served on March 25, 2024) • Tara Zabehi – 0.20 hour • Margaux K. Gundzik – 1.10 hours	1.30
Draft, Review, and/or Revise Plaintiff's Re-Notice of Deposition of Person Most Knowledgeable at Defendant Geil Enterprises, Inc. and Requests for Production of Documents (Organizational Structure; noticed for February 10, 2025) (served on December 17, 2024) • Margaux K. Gundzik – 0.20 hour	0.20
Draft, Review, and/or Revise Plaintiff's Re-Notice of Deposition of Person Most Knowledgeable at Defendant Geil Enterprises, Inc. and Requests for Production of Documents (Wage and Hour Practices; noticed for February 11, 2025) (served on December 17, 2024) • Margaux K. Gundzik – 0.20 hour	0.20
Review Defendant Geil Enterprise Inc.'s Responses and Objections to Plaintiff's Special Interrogatories (Sets One & Two), Form Interrogatories (Set One), and Requests for Production of Documents (Set One) (served on December 26, 2024) • Tara Zabehi – 1.10 hours • Margaux K. Gundzik – 1.30 hours	2.40
Review Defendant Geil Enterprises Inc.'s Amended Responses and Objections to Plaintiff's Special Interrogatories (Set Two), Form Interrogatories (Set One), and Requests for Production of Documents (Set One) (served on January 24, 2025) • Tara Zabehi – 0.40 hour • Margaux K. Gundzik – 0.80 hour	1.20
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff under the Private Attorneys General Act (served on October 9, 2023) • Gabriella Sole – 4.50 hours	4.50

Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with, Defendant's Counsel • Edwin Aiwazian – 3.60 hours • Arby Aiwazian – 1.20 hours • Joanna Ghosh – 0.50 hour • Alicia A. Pennant – 4.20 hours • Margaux K. Gundzik – 2.50 hours • Melissa A. LeBlanc-Mansell – 1.80 hours • Vartan S. Madoyan – 1.20 hours • Scarlet Tunney – 1.50 hours	16.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant (approximately 17,262 pages), and Other Sources Prior to Mediation • Edwin Aiwazian – 7.90 hours • Arby Aiwazian – 10.10 hours • Alicia A. Pennant – 29.80 hours • Melissa A. LeBlanc-Mansell – 17.70 hours	65.50
Review Defendant's Mediation Brief (served on September 23, 2024) • Alicia A. Pennant – 1.40 hours • Melissa A. LeBlanc-Mansell – 1.10 hours	2.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief and Compiling the Exhibits in Support of Mediation Brief, and Performing, Reviewing, and/or Revising Penalties Analyses and Calculations (submitted on September 25, 2024) • Edwin Aiwazian – 3.70 hours • Arby Aiwazian – 2.10 hours • Alicia A. Pennant – 16.50 hours • Melissa A. LeBlanc-Mansell – 10.20 hours	32.50

<table>
<tr><td>Attend Mediation Session (September 26, 2024; via Zoom Video Conference)
Alicia A. Pennant – 7.20 hours</td><td>7.20</td></tr>
<tr><td>Engage in Additional Claim Evaluation and Settlement-Related Discussions
Edwin Aiwazian – 4.40 hours
Alicia A. Pennant – 2.90 hours
Melissa A. LeBlanc-Mansell – 2.20 hours</td><td>9.50</td></tr>
<tr><td>Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on November 24, 2025) and Draft, Review, and/or Revise Cover Letter
Joanna Ghosh – 1.70 hours
Melissa A. LeBlanc-Mansell – 3.30 hours
Vartan S. Madoyan – 1.40 hours
Scarlet Tunney – 1.10 hours</td><td>7.50</td></tr>
<tr><td colspan="2">Law and Motion</td></tr>
<tr><td>Review Declaration of Settlement Administrator, and Research, Draft, Review, and/or Revise Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698) Settlement Agreement and Award of Attorneys' Fees Payment and Costs, General Release Fee, and Settlement Administration Costs; Memorandum of Points and Authorities, Declaration of Pafoday Kanu in Support Thereof, Declaration of Vartan Madoyan in Support Thereof, and [Proposed] Order and Judgment Granting Approval Thereof
Joanna Ghosh – 0.70 hour
Vartan S. Madoyan – 4.70 hours
Brian St. John – 1.70 hours
Scarlet Tunney – 8.80 hours</td><td>16.10</td></tr>
<tr><td>Total Hours:</td><td>230.40</td></tr>
</table>

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Kanu vs. Geil Enterprises, Inc. (PAGA)

Date	Payee	Expense Description	Amount
8/29/2023	U.S. Postmaster	Postage	$8.80
10/9/2023	U.S. Postmaster	Postage	$26.40
10/9/2023	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
12/15/2023	Legal Document Server, Inc.	Attorney Service	$45.93
12/15/2023	Fresno Superior Court	Complaint Filing Fee	$435.00
2/6/2024	Legal Document Server, Inc.	Attorney Service	$15.55
2/9/2024	ProLegal	Attorney Service	$189.40
2/26/2024	Legal Document Server, Inc.	Attorney Service	$15.55
3/18/2024	Legal Document Server, Inc.	Attorney Service	$15.55
4/4/2024	Legal Document Server, Inc.	Attorney Service	$17.09
4/4/2024	Fresno Superior Court	Stipulation & Order Fee	$20.00
5/6/2024	Legal Document Server, Inc.	Attorney Service	$31.40
6/14/2024	Legal Document Server, Inc.	Attorney Service	$180.00
6/18/2024	Legal Document Server, Inc.	Attorney Service	$15.55
8/6/2024	Legal Document Server, Inc.	Attorney Service	$17.09
8/6/2024	Fresno Superior Court	Stipulation & Order Fee	$20.00
8/15/2024	Legal Document Server, Inc.	Attorney Service	$15.55
9/27/2024	Howard R. Broadman	Mediation Fee	$7,500.00
10/4/2024	CPAnalytics	Data Analysis of Sampling of Time Records	$3,532.50
12/3/2024	Legal Document Server, Inc.	Attorney Service	$16.45
12/18/2024	CourtCall, LLC	Attorney Service	$144.00
2/7/2025	Legal Document Server, Inc.	Attorney Service	$18.90
2/25/2025	Legal Document Server, Inc.	Attorney Service	$18.15
3/6/2025	Legal Document Server, Inc.	Attorney Service	$12.95
3/27/2025	Legal Document Server, Inc.	Attorney Service	$12.95
4/2/2025	Legal Document Server, Inc.	Attorney Service	$18.15
5/21/2025	Legal Document Server, Inc.	Attorney Service	$12.95
5/27/2025	Legal Document Server, Inc.	Attorney Service	$18.89
5/29/2025	CourtCall, LLC	Attorney Service	$72.00
7/23/2025	Legal Document Server, Inc.	Attorney Service	$18.89
8/5/2025	Legal Document Server, Inc.	Attorney Service	$18.89
8/7/2025	CourtCall, LLC	Attorney Service	$72.00
11/25/2025	Legal Document Server, Inc.	Attorney Service	$18.89
12/3/2025	CourtCall, LLC	Attorney Service	$72.00
1/8/2026	Batza & Associates, Inc.	Forensic Accounting	$425.40
		Total:	$13,147.82

EXHIBIT 5

STATE OF CALIFORNIA
Labor and Workforce Development Agency
Department of Industrial Relations
Division of Labor Standards Enforcement
MICHAEL L. SMITH (SBN 252726)
1515 Clay Street, Room 2206
Oakland, CA 94612
Telephone No. (510) 286-1340
Facsimile No. (510) 622-3258
mlsmith@dir.ca.gov
Attorney for the Labor Commissioner

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
11/30/2023
Clerk of the Court
BY: WILLIAM TRUPEK
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JOHN DOE, PAOLA CORREA, and DEWAYNE CASSEL, on behalf of the State of California and aggrieved employees, Plaintiffs, vs. GOOGLE, INC., ALPHABET, INC., ADECCO USA INC., ADECCO GROUP NORTH AMERICA and ROES 1 through 10, Defendants.	Case No. CGC-16-556034 **COMMENTS OF LWDA REGARDING PROPOSED PAGA SETTLEMENT** Date: December 4, 2023 Time: 9:00 a.m. Dept: 304 (COMPLEX) Judge: Hon. Ethan P. Schulman Date Action Filed: December 20, 2016 Trial Date: Not Set ***No filing fees, court costs, etc., per Labor Code §§101 and 101.5***

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

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

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

LWDA can confirm Plaintiffs' statement that the $27 million settlement in this action is the largest PAGA-only settlement, and second largest civil penalty recovery, in a PAGA action to date.[1] Thus, LWDA concurs with Plaintiffs that the settlement in this action constitutes one of the most significant recoveries under PAGA. But the impact of this settlement goes beyond these numbers.

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

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

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

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

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

In evaluating the adequacy of settlements, court should evaluate whether the the settlement is fair, adequate, and reasonable under all of the circumstances in light of the public policies underlying California's labor standards. The proposed settlement agreement does not include any common terms that conflict with the public interest. First, it does not purport to settle claims beyond those pleaded in the plaintiffs' PAGA notices. (Cf. January 27, 2021 and January 27, 2022 PAGA Notices & Settlement Agreement § 5.1 release limited to claims "based on or reasonably related to the facts and claims alleged by Plaintiffs in the Action and Plaintiffs' notice letters to the LWDA including, but not limited to claims under California Labor Code sections 96(k), 98.6, 232, 232.5, 432.5, 1101, 1102, 1102.5, and 1197.5(j)-(k)"). The PAGA representatives release broader claims on behalf of themselves. (§ 5.2)

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

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

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

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

III. INCENTIVE PAYMENTS TO PAGA PLAINTIFFS

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

Although the express statutory terms of PAGA do not address incentive awards, the reasons for awarding incentive awards in class actions may similarly be present in PAGA litigation. "Incentive awards are commonly awarded in the context of class action settlements, which bear many similarities to settlements in PAGA cases." (*Smith v. Homeguard, Inc.* (Cal. Super. Oct. 28, 2020), No. 18CV333804, 2020 WL 6749810, at *2.) Indeed, "[m]any if not most PAGA settlements include an 'incentive award' paid to the named representative." (See *Carillo v. Blusky Restoration Contractors LLC* (Cal.Super. June 29, 2022), No. CIVSB2105793, 2022 WL 18406637, at *1 (recognizing incentive awards in PAGA settlements).)[2]

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

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

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

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

IV. CONCLUSION

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

Dated: November 27, 2023

STATE OF CALIFORNIA
LABOR & WORKFORCE DEVELOPMENT AGENCY
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT

By: ______________________
Michael L. Smith, Attorney

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[3] In addition, PAGA-only settlements can no longer include a component of restitution for employees. See *ZB, N.A., and Zions Bancorporation v. Superior Court of San Diego County* (2019) 8 Cal.5th 175 ("*Lawson*") (civil penalties in PAGA action can no longer include "an amount sufficient to recover underpaid wages" under Lab. C. § 558).