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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JUSTIN BROWN, and SHAYNA AMSTER
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiffs,

v.

JOSHUA'S PEST CONTROL, a California
Limited Partnership; MOXIE PEST
CONTROL, L.P., an Entity Unknown; MOXIE
ADVISORS, LLC, a Utah Limited Liability
Company; WALTON HOLDINGS GP, LLC, a
Texas Limited Liability Company;
MGFLEMING HOLDINGS, INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CVRI2402875

Assigned for All Purposes to:
Honorable Harold Hopp
Department 1

CLASS ACTION

**DECLARATION OF SHAYNA AMSTER
RE ADEQUACY IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

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I, SHAYNA AMSTER, hereby declare as follows:

1. I am over eighteen (18) years old and am a resident of California. I make this declaration based on my personal knowledge. If called to testify, I could and would testify to the facts contained herein.

2. I am a former employee of Defendant Quantimetrix (“Defendant”). I worked for Defendant as an hourly-paid, non-exempt employee during the relevant time period.

3. During my employment, I worked one (1) or more shifts over three and one-half (3.5) hours in length.

4. During my employment, I worked one (1) or more shifts between six to ten (6-10) hours in length.

5. During my employment, I was paid on an hourly basis and classified as a non-exempt employee.

6. During my employment, it was often the case that I was prevented from taking compliant breaks, as detailed below. But Defendant did not have a policy or practice of paying me premium wages for noncompliant breaks.

7. During my employment, Defendant did not reimburse me for incurring business expenses pursuant to the performance of my duties, detailed below.

8. I know that I am the proposed class representative for this lawsuit and that I have the following duties as the class representative:

- a. Represent the interests of all members of the Class;
- b. Follow the progress of the lawsuit and provide all relevant facts and information to my attorneys;
- c. Serve as the fiduciary of the Class Members, meaning I cannot “sell out” the Class Members for my own personal gain;
- d. Always consider the interests of the Class Members just as I would consider my own interests and put the interests of the Class Members before my own; and

1 e. Always actively participate in the lawsuit by, amongst other things,
2 searching for documents, keeping in contact with my attorneys, and
3 answering their questions and inquiries as needed.

4 9. I have spent time on this matter performing my duties as the class
5 representative. I have met with my attorneys regarding the case and performed my
6 responsibilities as the class representative. My responsibilities included: (a) gathering my
7 employment documents (*e.g.*, personnel records); (b) reviewing documents with my attorneys
8 and answering any pertinent questions that they posed; (c) providing the names and contact
9 information of putative class members for my attorneys to locate and interview; (d) speaking
10 with other current and former employees of Defendant; (e) providing guidance regarding other
11 employees' duties and responsibilities; (f) discussing my employment experience and work
12 environment; (g) looking over the written notices sent to the California Labor and Workforce
13 Development Agency and Defendant; (h) reviewing the operative complaint and Settlement
14 Agreement (and exhibit); (i) helping to develop a strategy to obtain additional documents; (j)
15 looking over the formal discovery requests and responses; and (k) preparing for and making
16 myself available participate in mediation and provide my input. I also routinely checked in with
17 my attorneys and their staff to ensure that they had my most current information and any
18 additional materials that I obtained from speaking to current and former employees.

19 10. Throughout this case, I have made myself accessible to meet and speak
20 with my attorneys whenever they needed me. I have responded to my attorneys as quickly as
21 possible and have given them as much information as I could gather. I have also dedicated a fair
22 amount of my time to discussing the case with my attorneys and sending them potentially
23 relevant documents. I was also available to review and approve the Settlement Agreement (and
24 exhibit) and ask pertinent questions.

25 11. During my employment, Defendant's improper, uniform practices
26 prevented me from taking compliant breaks. The amount of work that I was usually assigned
27 usually forced me to work through most of my breaks. For example, if I was in the middle of a
28 phone call, I could not just hang up and take my breaks even if I had an upcoming break. In

1 fact, Defendant failed to properly inform me of my right to take breaks when I started working
2 for Defendant. My manager would even sometimes instruct me to postpone taking my breaks at
3 later times because of the amount of work that I was expected to complete. Finally, Defendant
4 did not have a practice of paying me premium wages for noncompliant breaks.

5 12. During my employment, Defendant failed to reimburse me for incurring
6 business expenses pursuant to the performance of my duties. Defendant sometimes expected me
7 to use my personal cell phone to communicate with managers and supervisors. Despite this,
8 Defendant failed to consistently reimburse me for this personal cell phone usage.

9 13. Finally, following my employment, Defendant still did not pay me all the
10 wages that I was owed, including premium wages and overtime wages. In other words,
11 Defendant has not paid me all wages that I was owed during and after my employment.

12 14. I believe that I have done everything my attorneys have asked of me, and
13 I have tried to represent the Class Members to the best of my abilities. I understand that as part
14 of the Settlement Agreement, I had to provide a general release of all my known or unknown
15 claims against Defendant that the other Class Members were not required to provide. I also
16 understand that I could face the risk of being passed over for employment opportunities in the
17 future when compared to other candidates who have not been a part of class action and
18 representative lawsuits against their employers.

19 15. I understand that the Service Payment of \$10,000 that I am seeking for
20 my work and efforts, for undertaking the risk of having a judgment for attorneys' fees and costs
21 entered against me, and for my general release of claims is not guaranteed in the sum sought
22 and is subject to Court approval.

23 16. I believe that my interests in this litigation are aligned with the interests
24 of the Class Members, and I do not have any actual or potential conflicts of interest with the
25 Class Members. I believe that I am an adequate class representative for this lawsuit.

26 17. I am not related to anyone associated with Justice Law Corporation and
27 Lauby, Mankin & Lauby LLP, have not entered into any undisclosed agreements, and have not
28 been promised or received any undisclosed compensation in this case.

1 18. I am not aware of any other pending matter or action asserting claims that
2 will be extinguished or adversely affected by the Settlement Agreement.

3 19. I do not have any actual or potential conflicts of interest with the
4 Settlement Administrator.

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6 I declare that under the penalty of perjury under the laws of California the foregoing is
7 true and correct to the best of my knowledge. Executed on 10/27/2025 in San Diego,
8 California.

9 *Shayna Amster*
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11 Shayna Amster
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