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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated
[Additional Counsel for Plaintiffs on Following Page]

**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 DOUGLAS HAN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
LILY SHORT (SBN 354743)
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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

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I, **DOUGLAS HAN**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of California. I am the founding member of Justice Law Corporation. I am the attorney of record for Plaintiff Shayna Amster (“Plaintiff Amster”) and Class in the instant action. Lauby, Mankin & Lauby LLP is the attorney of record for Plaintiff Justin Brown (“Plaintiff Brown”) and the Class in the instant action. Plaintiff Amster and Plaintiff Brown are collectively known as “Plaintiffs”. I have personal knowledge of the facts set forth below. If called to testify I could do so competently.

2. In May 2004, I graduated from Pepperdine University School of Law with a Juris Doctor degree. In May 2001, I obtained a Bachelor of Science degree in Political Science with a minor in English from University of Houston.

3. Since its inception, our firm has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, unfair business practices or consumer fraud. Our firm has successfully litigated to conclusion over three hundred (300) wage-and-hour class or representative actions. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in both state and federal courts in California. During this time, in association with other law firms, we have obtained millions of dollars on behalf of thousands of individuals in California.

4. Attached hereto as **Exhibit 1** is a list of some of the class action and representative matters for which Justice Law Corporation have been appointed to serve as class counsel that have been given final approval.

5. Our firm also has appellate experience that resulted in the following cases being published that defined and clarified wage and hour law: (a) *Oswald v. Murray Plumbing & Heating Corp.* (2022) 82 Cal.App.5th 938; (b) *Garner v. Inter-State Oil Co.* (2020) 52 Cal.App.5th 619; (c) *Brooks v. AmeriHome Mortgage Co., LLC* (2020) 47 Cal.App.5th 624; (d) *Nieto v. Fresno Beverage Company, Inc.* (2019) 33 Cal.App.5th 274; and (e) *Esparza v. KSI Industries, L.P.* (2017) 13 Cal.App.5th 1228.

6. Shunt Tatavos-Gharajeh is a Partner at my office. Shunt received his undergraduate degree from University of California, Los Angeles and earned a Juris Doctor degree from Southwestern University School of Law. Shunt was admitted to practice in the State of California in December 2010. Shunt is admitted to practice in all state and federal courts in the State of California. The focus of Shunt's practice is class action wage-and-hour law. Shunt has worked on multiple class action cases and representative actions that have been granted approval, including *Keles v. The Art of Shaving – FL, LLC*, Alameda County Superior Court, Case No. RG13687151; *Esters v. HDB LTD. Limited Partnership*, Kern County Superior Court, Case No. S-1500-CV-279879; *Guzman v. International City Mortgage, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1502516; *Davidson v. Lentz Construction General Engineering Contractor*, Kern County Superior Court, Case No. S-1500-CV-279853; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case No. BC506988; *Porras v. DBI Beverage, Inc.*, Santa Clara County Superior Court, Case No. 1-14-CV-266154; *Hartzell v. Truitt Oilfield Maintenance Corporation*, Kern County Superior Court, Case No. S-1500-CV-283011; *Navarro-Salas v. Markstein Beverage Co.*, Sacramento County Superior Court, Case No. 34-2015-00174957-CU-OE-GDS; *White v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon v. Renovate America, Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-CU-OE-CTL; *Antoine v. Riverstone Residential CA, Inc.*, Sacramento County Superior Court, Case No. 34-2013-00155974-CU-OE-GDS; *Pina v. Zim Industries, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284498; *Amaya v. Certified Payment Processing*, Sacramento County Superior Court, Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply, Inc.*, Kern County Superior Court, Case No. BCV-15-101092; *Ceron v. Hydro Resources-West, Inc.*, Kern County Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire Equipment, Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De La Torre v. Acuity Brands Lighting, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs v. Wood Group PSN, Inc.*, Kern County Superior Court, Case No. BCV-16-101078; *Gonzalez v. Matagrano, Inc.*, San

1 Francisco County Superior Court, Case No. CGC-16-550494; *Harbabikian v. Williston Financial*
2 *Group, LLC*, Ventura County Superior Court, Case No. 56-2016-004485186-CU-OE-
3 VTA; *Prince v. Ponder Environmental Services, Inc.*, Kern County Superior Court, Case No.
4 BCV-16-100784; *Ramirez v. Crestwood Operations, LLC*, Kern County Superior Court, Case No.
5 BCV-17-100503; *Reyes v. Halliburton Energy Services, Inc.*, Kern County Superior Court, Case
6 No. S-1500-CV-280215; *Rodriguez v. B&L Casing Serve, LLC*, Kern County Superior Court, Case
7 No. S-1500-CV-282709; *Marketstar Wage and Hour Cases*, Alameda County Superior Court,
8 Case No. JCCP004820; *Rodriguez v. Delta Sierra Beverage, LLC*, Sacramento County Superior
9 Court, Case No. 34-2017-00206727-CU-OE-GDS; *Stuck v. Jerry Melton & Sons Construction,*
10 *Inc.*, Kern County Superior Court, Case No. BCV-16-101516; *Blevins v. California Commercial*
11 *Solar, Inc.*, Kern County Superior Case, No. BCV-17-100571; *Cisneros v. Wilbur-Ellis Company,*
12 *LLC*, Kern County Superior Court, Case No. BCV-17-102836; and *Castro v. General Production*
13 *Service of California, Inc.*, Kern County Superior Court, Case No. BCV-15-101164. Shunt was
14 also certified as class counsel in *Fulmer v. Golden State Drilling, Inc.*, Kern County Superior
15 Court, Case No. S-1500-CV-279707; *Manas v. Kenai Drilling Limited*, Los Angeles County
16 Superior Court, Case No. BC546330; *Nuncio v. MMI Services, Inc.*, Kern County Superior Court,
17 Case No. S-1500-CV-282534; and *Ferrer v. Ameriflex, Inc.*, Riverside County Superior Court,
18 Case No. RIC2002157, cases that were certified after a contested class certification. Shunt is
19 currently working on several wages-and-hour and PAGA matters across the State of California.

20 7. Lily Short is an Associate Attorney at my office. Lily earned an
21 undergraduate degree in History from the University of California, Los Angeles. Lily obtained her
22 Juris Doctor degree from Georgetown University Law Center. As a law student, Lily represented
23 youth in court in Georgetown's Juvenile Justice Clinic from September 2020 to May 2021. Lily
24 was admitted to practice law in Virginia in October 2021 and represented indigent criminal clients
25 for two (2) years as an Assistant Public Defender in Virginia. Lily was then admitted to practice
26 law in the State of California in May 2024 and is presently admitted to practice in all state courts
27 in the State of California. Lily's practice focuses on wage-and-hour class action and representative
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PAGA matters. Since joining Justice Law Corporation, Lily's has worked on wage-and-hour class action and representative PAGA matters that have been granted approval, including *Martinez v. Pacific Alloy Casting Company, Inc.*, Los Angeles County Superior Court, Case No. 22STCV15041; *Legrande v. Peninsula Plastics Recycling, Inc.*, Stanislaus County Superior Court, Case No. CV-23-000865; and *Quisenberry v. V. Sattui Winery*, Napa County Superior Court, Case No. 24CV000996. Lily is currently working on several wages-and-hour and PAGA matters across the State of California, including *Cortez v. CUE Industries, LLC*, Orange County Superior Court, Case No. 30-2024-01403884-CU-OE-CXC; *Lacy v. Fisher Executive Protection LLC*, Alameda County Superior Court, Case No. 24CV075959; *Lobyoc v. Headway Technologies, Inc. dba TDK Headway Technologies, Inc.*, Santa Clara County Superior Court, Case No. 23CV421632; *Lozano v. InLog, Inc.*, Orange County Superior Court, Case No. 30-2023-01321443-CU-OE-CXC; *Diaz v. Kidz-Planet, Inc.*, Los Angeles County Superior Court, Case No. 22STCV15041; *Goldstein v. Pocket FM Corp.*, Riverside County Superior Court, Case No. 24STCV15008; *Grebe v. Siemens Mobility, Inc.*, Los Angeles County Superior Court, Case No. 34-2021-00304270; *Suarez v. Zumiez Distribution, LLC*, Riverside County Superior Court, Case No. CVRI2403140; *Riggins v. Tres Chico LLC dba Tres Hombres Long Bar & Grill*, Butte County Superior Court, Case No. 24CV02790; *Pelton v. Abilitypath*, San Mateo County Superior Court, Case No. 24-CIV-08004; *Izaguirre v. California Autism Center*, Merced County Superior Court, Case No. 25CV-00375; *Daniel v. Homelife Senior Center, Inc.*, Contra Costa County Superior Court, Case No. C24-02789; *Diaz v. Ocean Park Mechanical, Inc.*, Los Angeles County Superior Court, Case No. 24STCV07888; *Gagnon v. Archon Protection, Inc.*, Ventura County Superior Court, Case No. 2025CUOE038286; *Jackson v. Asian Pacific Health Care Venture, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25679; *Gonzalez v. Chalet Deserts, LLC, et al.*, Sacramento County Superior Court, Case No. 24CV026578; *Walker v. Ridgeline Telecom LLC*, San Bernardino County Superior Court, Case No. CIVSB2417240; and *Gomez v. Photo-Sonics, Inc.*, Los Angeles County Superior Court, Case No. 25STCV15823.

1 8. At the time of this declaration, the number of Class Members is estimated
2 to be three hundred fifty (350), which was confirmed by Defendants Joshua’s Pest Control, L.P.,
3 Moxie Pest Control, L.P., Moxie Advisors, LLC, Walton Holdings GP, LLC, and MGFleming
4 Holdings, Inc. (“Defendant”).

5 9. This case involves all current and former non-exempt (hourly paid)
6 employees employed by Defendant Joshua’s Pest Control, L.P., in California during the period of
7 May 24, 2020, through July 29, 2025 (“Class,” “Class Members,” and “Class Period”).

8 10. On May 24, 2024, Plaintiff Brown filed a wage-and-hour class action,
9 alleging that Defendant violated various sections of the Labor Code. On the same day, Plaintiff
10 Brown gave written notice by online filing to the California Labor and Workforce Development
11 Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the Labor Code
12 alleged to have been violated, including the facts and theories to support the alleged violations. On
13 August 5, 2024, Plaintiff Brown filed a First Amended Complaint adding causes of action under
14 the Private Attorneys General Act of 2004 (“PAGA”).

15 11. On May 6, 2024, Plaintiff Amster gave written notice by online filing to the
16 LWDA and by certified mail to Defendants of the specific provisions of the Labor Code alleged
17 to have been violated, including the facts and theories to support the alleged violations. On July
18 17, 2024, Plaintiff Amster filed a separate class action against Defendant Joshua’s Pest Control,
19 L.P., in San Diego County Superior Court (Case No. 24CU001671C), which alleged the same
20 wage-and-hour violations as Plaintiff Brown’s action.

21 12. On November 12, 2024, the Parties in Plaintiff Brown’s action attended
22 mediation with Steve Serratore, Esq., but no settlement was reached. Counsel for Plaintiffs in the
23 Brown and Amster actions then entered into a Joint Prosecution and Fee-Sharing Agreement
24 (“JPA”) to work together as co-counsel in the two actions. The Parties then resumed negotiations,
25 facilitated by the mediator, and ultimately reached a settlement. As part of the settlement, the
26 Parties agreed to consolidate Plaintiff Amster’s action and claims into Plaintiff Brown’s action by
27 filing a second amended complaint to add Shayna Amster as a plaintiff. After the Court approved
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1 the Parties' stipulation in this regard, Plaintiffs filed the operative second amended complaint on
2 September 12, 2025. Shayna Amster will file her request for dismissal, without prejudice, of her
3 separate lawsuit in San Diego County Superior Court after the Court grants final approval.

4 13. Defendant generally and specifically denies any and all liability or
5 wrongdoing of any sort regarding any of the claims alleged, makes no concessions or admissions
6 of liability, and contends that for any purpose other than settlement, the matter is not appropriate
7 for class or representative treatment. Defendant asserts several defenses against the claims and has
8 denied any wrongdoing or liability arising out of any of the alleged facts or conduct in this matter.

9 14. After initiating this lawsuit, the Parties engaged in discovery. The Plaintiff
10 Amster propounded special interrogatories and requests for production of documents. Defendant
11 responded to the formal discovery requests. The Parties met and conferred and agreed to engage
12 in an informal exchange of information and then eventually attended mediation.

13 15. Prior to the mediation, Defendant produced documents relating to its
14 policies, practices, and procedures regarding reimbursement of business expenses, paying hourly-
15 paid and non-exempt employees for all hours worked, and meal and rest breaks along with its
16 payroll and operational policies. As part of Defendant's production, Plaintiffs also reviewed time
17 records, pay records, and information relating to the size and scope of the Class, as well as data
18 permitting Plaintiffs to understand the number of workweeks and pay periods within the Class
19 Period. Putative class members were also located and interviewed to attain a better understanding
20 of the extent and frequency of the alleged day-to-day violations.

21 16. The Parties agree that the above-described investigation and evaluation, as
22 well as the information exchanged during the settlement negotiations, are more than sufficient to
23 assess the merits of the positions and to compromise the issues on a fair and equitable basis.

24 17. The Parties attended mediation with an experienced mediator. During the
25 mediation, the Parties discussed the risks of continued litigation, certification, and merits of the
26 claims versus the benefits of settlement. While the Parties did not settle at mediation, continued
27 negotiations eventually resulted in a settlement, the terms of which were memorialized in the Class
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1 Action and PAGA Settlement Agreement and Release of Claims (“Settlement Agreement,”
2 “Settlement,” or “Agreement”).

3 18. The Parties agreed (subject to the Court’s approval) this action be settled
4 and compromised for the non-reversionary total sum of \$500,000 (“Settlement Amount”) which
5 includes: (a) attorneys’ fees up to \$166,666.67 (1/3 of the Settlement Amount) to Class Counsel;
6 (b) attorneys’ costs up to \$30,000 for reimbursement of litigation costs and expenses to Class
7 Counsel; (c) Service Payments up to \$10,000 to each Plaintiff (totaling \$20,000); (d) Settlement
8 Administration Costs up to \$10,000 to the Settlement Administrator; and (e) PAGA Penalties up
9 to \$20,000 to the LWDA and Aggrieved Employees.

10 19. The Settlement Agreement was reached because of arm’s-length
11 negotiations. Though cordial and professional, the settlement negotiations have always been
12 adversarial and non-collusive in nature. At the mediation, the Parties’ counsel conducted arm’s-
13 length settlement negotiations until an agreement was ultimately reached after mediation.

14 20. Plaintiffs and Class Counsel recognize the expense and length of additional
15 proceedings necessary to continue the litigation through trial and any possible appeals. Plaintiffs
16 and Class Counsel considered the uncertainty and risk of further litigation, potential outcome, and
17 difficulties and delays inherent in such litigation. Pursuant to this, Plaintiffs and Class Counsel
18 conducted settlement negotiations, including formal discovery and mediation. Based on the
19 foregoing, Plaintiffs and Class Counsel believe that the Settlement Agreement is a fair, adequate,
20 and reasonable settlement and is in the best interests of the Class Members.

21 21. The Parties investigated and evaluated the strengths and weaknesses of the
22 claims and defenses before reaching the Settlement Agreement and engaged in research and
23 discovery to support the Settlement Agreement. The Settlement Agreement was only possible
24 following significant investigation and evaluation of the relevant policies and practices, as well as
25 the data produced, permitting Class Counsel to engage in a comprehensive analysis of liability and
26 potential damages. This case has reached the stage where the Parties understand “the strength of
27 the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in
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1 light of the best possible recovery” sufficient to support the reasonableness, adequacy, and fairness
2 of the Settlement Agreement. (*Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

3 22. The claims are predicated on the alleged: (a) failure to pay overtime wages;
4 (b) failure to pay minimum wages; (c) failure to provide meal and rest breaks and pay applicable
5 premium wages; (d) failure to timely pay wages; (e) failure to issue compliant wage statements;
6 (f) failure to reimburse business expenses; and (g) violation of PAGA.

7 23. Defendant vehemently denies the theories of liability. Defendant contends
8 that: (a) all meal and rest breaks were provided in compliance with the law; (b) all wages were
9 paid; (c) all wages were timely paid; (d) wage statements were provided in compliance with the
10 law; and (e) all business expenses were reimbursed. Defendant argues that if litigation were to
11 continue, it feels confident that it would prevail.

12 24. The Settlement Agreement is the product of serious, informed, non-
13 collusive negotiations, has no obvious defects, does not grant preferential treatment to Plaintiffs
14 or segments of the Class, and falls within the range of fair and reasonable settlements. I believe
15 that this non-reversionary settlement is in the best interests of the Class as fair, reasonable, and
16 adequate. I recommend approval of the Settlement Agreement.

17 25. The attorneys’ fees is fair, reasonable, and adequate to compensate Class
18 Counsel for the work that they put into this case and risk that they assumed by taking it in the first
19 place. The attorneys’ fees is intended to reimburse Class Counsel for all uncompensated work that
20 they have done and for all the work that they will continue to do following preliminary approval.

21 26. I am aware that the common and acceptable rate for contingency
22 representation in wage-and-hour class action litigation is normally forty percent (40%) before trial,
23 with the range being from thirty-three and one-third percent (33.3%) up to fifty percent (50%).

24 27. Class Counsel took this case on a contingent fee basis against a business
25 represented by a reputable defense firm. When taking these cases, Class Counsel anticipate that
26 they shall, if successful, receive a fee that exceeds our normal hourly rate, otherwise the risk is too
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1 great. When Class Counsel became involved in this case, they realized the time commitment that
2 it would entail and were forced to turn down other matters.

3 28. The attorneys' fees is reasonable for the services provided to the Class
4 Members and for the benefits that they will receive. A full lodestar analysis justifying the
5 attorneys' fees will be provided at the Final Approval Hearing. Moreover, an itemized detail of
6 the costs incurred to date and estimated future costs in support of the attorneys' costs will be
7 provided at the Final Approval Hearing.

8 29. Plaintiffs will provide declarations in support of the Service Payments at the
9 Final Approval Hearing.

10 30. After making reasonable inquiries of other members of Class Counsel's
11 firm and any associated law firm, Class Counsel determined that there are no class, representative,
12 or other collective action in any other court in this or any other jurisdiction that asserts claims
13 similar to those asserted in this lawsuit on behalf of a class or group of individuals some or all of
14 whom would also be members of the class defined in this lawsuit.

15 31. On April 28, 2025, the Parties entered a JPA. Under the JPA, the Parties
16 agreed to split the attorneys' fees as follows: twenty percent (20%) to Justice Law Corporation and
17 eighty percent (80%) to Lauby, Mankin & Lauby LLP. Attached hereto as **Exhibit 2** is a true and
18 correct copy of the signed JPA.

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20 I declare that under the penalty of perjury under the laws of California the foregoing is true
21 and correct. Executed on the 31st of October 2025 at Pasadena, California.

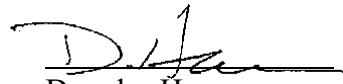
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EXHIBIT 1

Cases	Court	Case Number	Judge
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of California Central District	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
Karen Morgan v. Childtime Childcare, Inc.	United States District Court of California Central District	8:17-cv-01641 AG (KESx)	Andrew Guilford
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Christine Arman v. Circor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Anthony Nuncio et al. v. MMI Services, Inc.	Kern County Superior Court	S-1500-CV-282534	David R. Lampe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Patricial Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZO11327	David Cohn
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 (Consolidated with S-CV-0046676)	Michael Jones
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Ana Vargas, et al. v. Spates Fabricators, Inc.	Riverside County Superior Court	CVRI2100462	Harold W. Hopp
Jacob Blea v. Pacific Groservice Inc., et al.	Santa Clara County Superior Court	20CV275150	Sunil R. Kulkarni
Anthony Penca v. Sierra Nevada Brewing Co.	Butte County Superior Court	21CV02883	Tamara L. Mosbarger
Armoni Lloyd v. National Warehouse Management, LLC	Kern County Superior Court	BCV-22-102213	David R. Zulfa
Edgar Mata, et al. v. Day-Lee Foods Inc.	Los Angeles County Superior Court	20STCV21663	Kenneth R. Freeman
Samyra McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods, et al.	Alameda County Superior Court	22CV005647	Evelio Grillo
Sarah Chasen, et al. v. Alliance Building Services, LLC (WA)	King County Superior Court	24-2-02041-1	Cindi Port
Joshua King v. Beacon Sales Acquisition, Inc. (WA)	King County Superior Court	22-2-14226-0 SEA	Marshall L. Ferguson

EXHIBIT 2

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

Justin Brown v. Joshua's Pest Control, et al., Riverside Superior Court Case No. CVRI2402875
Shayna Amster v. Joshua's Pest Control, L.P., San Diego Superior Court Case No. 24CU001671C

Lauby, Mankin & Lauby LLP ("LML") on the one hand, and the Justice Law Corporation ("JLC") on the other hand (collectively, the "Attorneys") enter into this Joint Prosecution and Fee-Sharing Agreement ("Agreement") to work together as Co-Counsel in the class/representative wage and hour action(s) of: (1) *Justin Brown v. Joshua's Pest Control, et al.*, Riverside Superior Court Case No. CVRI2402875 (the "*Brown* Action"), and (2) *Shayna Amster v. Joshua's Pest Control, L.P.*, San Diego Superior Court Case No. 24CU001671C (the "*Amster*" Action) (the *Brown* and *Amster* Actions shall be collectively referred to as the "Actions").

1. Relationship of Co-Counsel

a) The Attorneys will work together to vigorously prosecute the Actions. The Attorneys agree to serve jointly as counsel of record for Plaintiffs in the Action. Plaintiffs Brown and Amster (collectively, "Plaintiffs") accept such retention as acknowledged below.

b) LML will serve as lead counsel in the Actions and JLC will serve as co-counsel. Under this Agreement, LML will be responsible for performing the lion's share of the work and will be responsible for all major strategy decisions and work assignments, including but not limited to motions, expert retention, trial, and determining the type of relief to accept in settlement. JLC agrees that it will participate in the Actions as reasonably requested. Attorneys agree to keep each other apprised of all developments in the Actions, including communication with the clients, the court, and opposing counsel, and with regard to any settlement communications. Attorneys agree to confer in good faith to divide work and assign responsibilities as set forth herein, as well as to resolve any disputes which may arise.

2. Attorney Fees and Costs

a) Attorneys shall divide any fee award resulting from the litigation and settlement of the Actions, including any multiplier (*i.e.*, premium above the lodestar) as follows: 80% to LML and 20% to JLC, whether based on a percentage of the common fund or lodestar.

b) Attorneys will maintain specific time records in .1 increments containing a description of the work performed and cost summaries for all costs reasonably incurred in prosecuting the Actions. Attorneys will inform each other of their respective lodestar totals upon reasonable request during the pendency of the litigation, including total hours billed, hourly rate, and fees billed for each timekeeper, as well as cost summaries.

c) Following either a settlement or a judgment, Attorneys will jointly bring a timely application for an award of attorneys' fees and costs as necessary in the court in which the Actions are pending, and will not oppose, disparage or otherwise undermine each other's portion of the application. Attorneys agree to direct Defendant or the Settlement Administrator to pay the award of fees and costs in a manner that is consistent with this Agreement.

d) Attorneys will each advance their own ordinary "in house" case-related expenses and costs with respect to the Action, such as copying, telephone charges, postage, travel, and on-line research (*e.g.*, Lexis and Westlaw). Attorneys shall share mutually agreeable "out of pocket" litigation costs, such as experts, document production, and deposition costs, and the like as they are incurred from the date of this Agreement, and in proportion to the fee-sharing percentages set forth above (*i.e.*, 80/20).

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

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e) Neither Attorney shall incur a cost that is anticipated to exceed \$3,500 without first consulting the other Attorney. In the event that the Attorneys do not mutually agree to incur the cost, the Attorney wishing to incur the cost shall be responsible for advancing the cost, which shall be reimbursed in accordance with the paragraph immediately below.

f) In the event that such costs are not awarded by the court, the full amount of such costs shall be reimbursed to each law firm who paid them from the award of attorneys' fees, before the division of attorneys' fees pursuant to this agreement. The application for costs filed with the court shall be limited to expenditures made by Attorneys for costs, as that term is defined herein. If a separate award is made for costs, Attorneys shall be entitled to the costs that it incurred, as awarded by the court. Attorneys shall not be reimbursed for costs that the court does not allow in its award of costs. Attorneys shall be responsible for the timely preparation of a declaration in support of any costs for which it seeks reimbursement. If, for any reason other than the failure of either LML or JLC to timely prepare a declaration in support of the application for costs, the costs awarded are not sufficient to fully reimburse either LML or JLC for the costs incurred, the award of costs shall be distributed among LML and JLC on a pro-rata basis as set forth above. If either LML or JLC fail to timely prepare declaration in support of the costs that it incurred, then the costs awarded shall first be used to reimburse in full the costs incurred by the law firm who timely prepared a declaration.

g) If during the course of the litigation, one Attorney expends significantly more agreed upon costs than the other Attorney, the Attorneys agree to share up to date cost summaries upon request, and if the costs expended are not generally in-line with the allocation set forth in paragraph 2(d) above, the Attorney who has paid a lesser percentage agrees to reimburse the other Attorney for the agreed upon costs in accordance with the stated allocation (excluding costs incurred in paragraph 2(e), above.)

3. No Partnership, Joint Venture, Or Agency Relationship

Nothing contained herein shall constitute or be construed to imply that a partnership, joint venture, employment, or principal/agent relationship exists between Attorneys as a result of this Agreement.

4. Professional Negligence

Attorneys assume no liability for each other's professional negligence. Pursuant to California Rules of Professional Conduct, Rule 1.4.2, JLC hereby advises Plaintiffs that JLC does not have professional liability insurance and is, instead, self-insured.

5. Choice of Law, Statute of Limitations and Dispute Resolution

This Agreement shall be interpreted under the laws of the State of California. Attorneys agree that any action in relation to an alleged breach of this Agreement shall be commenced in Riverside, California, within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

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6. Client Consent

To the extent required by law, Attorneys shall obtain their respective client's written consent to the joint prosecution and fee sharing arrangement set forth in this agreement.

7. Full Agreement

This is an integrated contract and reflects the full agreement of Attorneys, and it may only be modified in writing. No prior or contemporaneous written or oral representations may be admitted as to the meaning and/or mutual intent of the terms set forth herein.

8. Execution in Counterparts

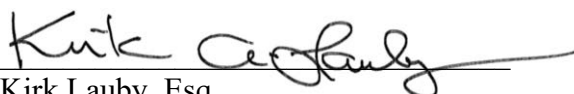
This Agreement may, and is expected to, be executed in counterparts, and a fully executed photocopy, facsimile, or .pdf hereof shall be as binding and valid as a fully executed original.

This is the full and final expression of the agreement and acknowledgment between LML, JLC, and Plaintiffs with respect to the matters set forth herein. It may be amended only by a writing duly executed by all the parties affected thereby. It shall be governed by California law, without regard to conflicts of law principles, and shall be interpreted neutrally, without regard to draftsmanship.

IT IS SO AGREED,

LAUBY, MANKIN & LAUBY LLP

Dated: April 28, 2025

By: 
Kirk Lauby, Esq.

JUSTICE LAW CORPORATION

Dated: April 28, 2025

By: 
Douglas Han, Esq.

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

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**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION
AND ATTORNEY FEE SPLIT AGREEMENT**

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Justin Brown, state as follows:

1. I have been advised in writing that my attorneys, Lauby, Mankin & Lauby LLP ("LML") have entered into a proposed Joint Prosecution and Fee-Sharing Agreement ("the Agreement") with the Justice Law Corporation ("JLC") in connection with litigation of the class and representative wage and hour action(s) of (1) *Justin Brown v. Joshua's Pest Control, et al.*, Riverside Superior Court Case No. CVRI2402875 (the "*Brown* Action"), and (2) *Shayna Amster v. Joshua's Pest Control, L.P.*, San Diego Superior Court Case No. 24CU001671C (the "*Amster*" Action).
2. I have been advised in writing and understand that, in the event of a settlement or judgment in the Actions, that any award of fees and costs will be paid to LML and JLC, as set forth in the Agreement.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: Apr 26, 2025

By: 
Justin Brown (Apr 26, 2025 03:07 PDT)
Justin Brown

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

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**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION
AND ATTORNEY FEE SPLIT AGREEMENT**

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Shayna Amster, state as follows:

1. I have been advised in writing that my attorneys, Justice Law Corporation ("JLC"), have entered into a proposed Joint Prosecution and Fee-Sharing Agreement ("the Agreement") with Lauby, Mankin & Lauby LLP ("LML") in connection with litigation of the class and representative wage and hour action(s) of (1) *Justin Brown v. Joshua's Pest Control, et al.*, Riverside Superior Court Case No. CVRI2402875 (the "*Brown* Action"), and (2) *Shayna Amster v. Joshua's Pest Control, L.P.*, San Diego Superior Court Case No. 24CU001671C (the "*Amster*" Action).
2. I have been advised in writing and understand that, in the event of a settlement or judgment in the Actions, that any award of fees and costs will be paid to LML and JLC, as set forth in the Agreement.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: 04/28/2025

By: *Shayna Amster*
Shayna Amster