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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRIANNA TAYLOR, LUIS GARCIA and CESAR VELEZ CERNA, individuals, and on behalf of all others similarly situated aggrieved,

Plaintiffs,

v.

SODEXOMAGIC, LLC, a Delaware Limited Liability Company; SDH SERVICES WEST, LLC, a Delaware Limited Liability Company; ASIS IQUECAL, an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV23503 [Related Cases: 24STCV34737 and 24STCV00321]

[Assigned for all purposes to: Hon. Elihu M. Berle, Dept. 6]

DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Preliminary Approval Hearing:
Date: December 4, 2026
Time: 9:00 a.m.
Dept: 6

DECLARATION OF HAROUT MESSRELIAN

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Plaintiff Cesar Velez Cerna ("Plaintiff Cerna"). Messrelian Law Inc. and Bibiyan Law Group, P.C. are designated as Class Counsel under the Class Action and PAGA Settlement Agreement ("Agreement"). This Declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto.

2. I am experienced in handling employment law matters and specifically wage and hour representative and individual actions. My qualifications are as follows: I received my JD from Loyola Law School in 2010. I started my own law firm in 2011 – the Law Offices of Harout Messrelian. Since 2016, I have been the founder and principal attorney at Messrelian Law, Inc. Since 2011, I have filed and handled over 350 civil actions and/or claims involving representative actions under the Private Attorneys General Act ("PAGA") and/or wage and hour claims on behalf of my clients and have been designated lead Class Counsel or co-lead Class Counsel on the following cases:

a. *Zohrab Mekhitarian v. Triple Play Motors dba Bob Smith Toyota*, Los Angeles Superior Court, Case No. 19STCV22411 (ADR Services, Inc., Case Number 20-2668-RWT)

b. *Carina Camberos, on behalf of herself and others similarly situated, v. Great American Chicken Corp, Inc.*, Los Angeles Superior Court, Case No. 21STCV32015

c. *Robert Garcia, on behalf of himself and others similarly situated v. HD Supply Management Inc.*, San Bernardino Superior Court Case No. CIVSB2028067

d. *Alfredo Betancourt v. L3 Technologies, Inc.*, San Mateo County Superior Court, Case No. 23-CIV-05704

e. *Mario Cabral v. Sentry Insurance Company*, Los Angeles County Superior Court, Case No. 22STCV21484

f. *Jenica Cole et al v. Strategic Green Partners LLC, et al.*, Yolo County Superior Court, Case No. CV2021-0426

g. *Thomas Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV31617

h. *Steven Arreola, et al. v. JBT Aerotech Corporation, et al.*, San Bernardino County Superior Court, Case No. CIVSB2407032

i. *Noe Sandoval-Orozco v. Northwest Landscape Maintenance Company*, Santa Clara County Superior Court, Case No. 24CV445484

j. *Gregorio Regalado, et al. v. R.A.H. Industries, Inc.*, Los Angeles County Superior Court, Case No. 24STCV00839

k. *Michael Walker, et al. v. Life Alert Emergency Response, Inc.*, Los Angeles County Superior Court, Case No. 23VECV02182

l. *Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles County Superior Court, Case No. 24STCV07214

m. *Aurora Garcia Jimenez, et al. v. Kind Op Corp., et al*, Monterey County Superior Court, Case No. 22CV001723

n. *Guadalupe Perez v. Spacetel LLC*, Santa Clara County Superior Court, Case No. 22CV397513

o. *Tannia Ayala v. RHR California Services, L.L.C., et al*, San Mateo County Superior Court, Case No. 23-CIV-02830

I have a practice that encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the Riverside County Superior Courts, the San Bernardino County Superior Courts, the Alameda County Superior Courts, Santa Clara County Superior Courts, San Mateo County Superior Courts, and the Monterey County Superior Courts.

3. On October 31, 2023, Plaintiff Cerna sent a letter to the Labor and Workforce Development Agency ("LWDA") and Defendant SDH Services West, LLC alleging that Defendant SDH Services West, LLC violated various provisions of the California Labor Code by failing to pay all wages for hours worked, including minimum and overtime wages (including

through off-the-clock work and time rounding), failing to provide compliant meal and rest periods and to pay premiums at the regular rate, failing to timely pay wages during employment and upon separation, failing to provide accurate itemized wage statements, failing to maintain accurate payroll records, and failing to reimburse necessary business expenses ("Cerna PAGA Notice"). Pursuant to Labor Code § 2699.3, subd. (a), Plaintiff Cerna gave timely written notice to Defendant SDH Services West, LLC and the LWDA by sending the Cerna PAGA Notice.

4. On January 5, 2024, Plaintiff Cerna filed a representative action under the Private Attorneys General Act ("PAGA") on behalf of the State of California and all aggrieved employees against Defendant SDH Services West, LLC in the California Superior Court for the County of Los Angeles, captioned *Cesar Velez Cerna v. SDH Services West LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV00321 ("Cerna Action"), alleging one cause of action for civil penalties under PAGA.

5. On September 11, 2024, Plaintiffs Brianna Taylor and Luis Garcia filed a putative wage and hour class action against Defendants SodexoMagic, LLC and SDH Services West, LLC (collectively, "Defendants"), captioned *Brianna Taylor and Luis Garcia v. SodexoMagic, LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV23503 ("Taylor Class Action"). On December 31, 2024, Plaintiffs Taylor and Garcia filed a separate PAGA action against Defendants, captioned *Brianna Taylor and Luis Garcia v. SodexoMagic, LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV34737 ("Taylor PAGA Action"). Plaintiffs Taylor and Garcia sent their PAGA notice to Defendants and the LWDA on August 20, 2024.

6. On April 14, 2026, Plaintiff Cerna, Plaintiffs Taylor and Garcia, and Defendants attended an all-day mediation with professional mediator Monique Ngo-Bonnici, which resulted in a global settlement in principle of the Cerna Action, the Taylor Class Action, and the Taylor PAGA Action (collectively, the "Actions"). The Parties first memorialized the settlement in a Memorandum of Understanding and thereafter negotiated the long-form Agreement. Pursuant to the Agreement, within 10 days of its execution, Plaintiffs will file a First Amended Complaint in the Taylor Class Action adding Plaintiff Cerna as a named plaintiff and adding the PAGA claims

asserted in the Cerna Action and the Taylor PAGA Action, which will be the operative complaint for purposes of the global settlement. The Parties will seek approval of the PAGA portion of the Settlement in the Taylor Class Action. Within 14 days after Preliminary Approval, Plaintiff Cerna will request dismissal of the Cerna Action and Plaintiffs Taylor and Garcia will request dismissal of the Taylor PAGA Action, and the Settlement is conditioned on those dismissals. (Agreement ¶¶ 2.1-2.3.)

7. Before mediation, Plaintiffs obtained, through informal discovery, the timekeeping and payroll data for a randomly selected sampling of Defendants' employees who worked in non-exempt positions at non-federal enclave locations in California from September 11, 2020, through September 1, 2025, Defendants' policies related to Plaintiffs' allegations, and Plaintiffs' personnel files, payroll records, and timekeeping records. Plaintiffs' analysis of Defendants' potential exposure on the class and PAGA claims, and of the risks of continued litigation, is set forth in the declaration of counsel from Bibiyan Law Group, P.C. filed concurrently herewith. I have reviewed that analysis and agree with it.

8. My office has prosecuted Plaintiff Cerna's claims since before the Cerna Action was filed. Among other things, my office interviewed Plaintiff Cerna regarding his job duties and working conditions as a floor technician, reviewed the documents he provided, requested his personnel file and payroll records from his employer, prepared and sent the Cerna PAGA Notice, filed the Cerna Action, prepared and served Plaintiff's case management statements, filed the parties' joint status conference statement, and coordinated with co-counsel through the mediation. I personally attended the April 14, 2026 mediation. After the mediation, I reviewed and commented on the Memorandum of Understanding and the drafts of the long-form Agreement and Class Notice.

9. My co-counsel and I are experienced in prosecuting class and PAGA lawsuits. Counsel for Defendants are experienced in defending class and PAGA cases. Based on my own independent investigation and evaluation, I am of the opinion that the Settlement for the consideration and on the terms set forth in the Agreement is fair, reasonable and adequate and is

in the best interests of Plaintiffs, the putative Class Members, the Aggrieved Employees, the State, and Defendants in light of all known facts and circumstances and the risks inherent in litigation.

10. I do not have any personal and/or financial involvement or relationship with the Settlement Administrator in this matter, Phoenix Settlement Administrators ("Phoenix"). My firm's only relationship with Phoenix is a professional one arising from Phoenix's administration of settlements in other cases in which my firm has been counsel.

11. I am not aware of any actual or potential conflict of interest between myself or Messrelian Law Inc. and Plaintiffs, the Class Members, or the Settlement Administrator. Other than the Actions, I am aware of the following matters, which Defendants have disclosed in the Agreement, that were filed after the Parties reached a settlement in principle and that assert one or more claims that will be affected by the Settlement: (1) Magana v. SDH Services West, LLC, Los Angeles County Superior Court Case No. 26STCV21561; (2) Sarah Aucina Silver v. SDH Services West, LLC, San Diego County Superior Court Case No. 26CU037789C; and (3) Emilia Rodriguez v. SDH Services West LLC, et al., Los Angeles County Superior Court Case No. 26STCV19879. (Agreement ¶ 2.8.) Other than these matters, I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

12. Co-counsel have entered into a Joint Prosecution and Fee-Sharing Agreement, which I signed on behalf of my firm on July 16, 2025, and to which Plaintiff Cesar Velez Cerna provided his express written consent on July 16, 2025, pursuant to Rule 1.5.1 of the California Rules of Professional Conduct. Under that agreement, any attorneys' fees awarded will be divided as follows: 75% to Bibiyan Law Group, P.C. and 25% to Messrelian Law Inc. The division of fees does not increase the total fees charged to the Class.

13. The Cerna PAGA Notice was submitted to the LWDA through its online filing system on October 31, 2023, and was sent to Defendant SDH Services West, LLC by certified mail. A copy of the Agreement will be submitted to the LWDA at the same time this

Motion is filed. (Lab. Code, § 2699, subd. (s)(2).)

14. Under the Agreement, Class Counsel may request a Class Counsel Fees Payment of not more than 35% of the $3,000,000.00 Gross Settlement Amount (currently estimated at $1,050,000.00) and a Class Counsel Litigation Expenses Payment of not more than $50,000.00, and each Plaintiff may request a Class Representative Service Payment of not more than $10,000.00. (Agreement ¶¶ 3.2.1-3.2.2.) These requests will be made with the Motion for Final Approval and supported by billing and cost records. Class Counsel will not take any portion of Plaintiff Cerna's Class Representative Service Payment as attorneys' fees.

15. Plaintiff Cerna has been an adequate representative of the Class and the Aggrieved Employees. He retained my firm in or about October 2023, while he was still employed by Defendant SDH Services West, LLC, provided information and documents about his employment, remained in contact with my office throughout the litigation, was available by telephone during the mediation, and reviewed the settlement documents with my office. I am not aware of any conflict between Plaintiff Cerna and the Class Members or the Aggrieved Employees.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge. Executed on November 3, 2026, at Glendale, California.

HAROUT MESSRELIAN, Declarant