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Attorneys for Plaintiff Semaj Graham

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SEMAJ GRAHAM as individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

4283929 DELAWARE LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV19351

**DECLARATION OF SEMAJ GRAHAM IN
SUPPORT OF PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: November 3, 2025
Time: 10:00 a.m.
Dept.: 7

Action Filed: August 2, 2024
Trial Date: None Set

DECLARATION OF SEMAJ GRAHAM

I, Semaj Graham, hereby declare and state as follows:

1. I am an individual over the age of 18. I am the named plaintiff in the above-reference action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by 4283929 Delaware LLC, doing business as West Coast Pet Memorial Services (“Defendant” or the “Company”) from about December 2022, through July 2024. During my employment, I worked as an hourly-paid, non-exempt employee.

3. During my employment with the Company, I regularly worked shifts of five hours or more, but was not provided with off-duty meal and rest breaks. Instead, I was required to remain on duty and perform work during my breaks. During periods when I worked shifts of more than ten hours, I did not receive a second meal break. The Company did not pay me premium compensation for missed, on-duty, late, or interrupted meal and rest breaks.

4. Since I often worked during my meal breaks while clocked out of work, I often worked overtime hours. The Company, however, did not pay me overtime wages for this time spent working.

5. When the Company did pay overtime, it often did so at an incorrect rate of pay. I regularly earned non-discretionary pay, such as bonus retention. During workweeks when I earned overtime and non-discretionary pay, the Company did not pay overtime based on the regular rate of pay (which would include non-discretionary pay in the rate), but on the base rate of pay.

6. Moreover, during workweeks when I earned two or more hourly rates of pay, my overtime wages were not paid at 1.5 times the regular rate of pay.

7. I have not yet received all underpaid and/or unpaid wages owed to me.

8. As a result of the underpayment and/or nonpayment of wages and premiums, the wage statements issued by the Company displayed inaccurate rates of pay, hours worked, and net and gross wages earned. Furthermore, the wage statements I received did not identify the address of the legal entity that is the employer. More specifically, my wage statements identified the

1 employer as 4283929 Delaware LLC, 2 Daniels Way Cranston, MA 02921. However, no such
2 address exists in Massachusetts.

3 9. Finally, throughout my employment I was required to keep track of and report my
4 work hours on an app created by the payroll company ADP. I was required to use my personal
5 cell phone to access and use the payroll app, but was not reimbursed for the costs of using my
6 personal cell phone for work purposes.

7 10. I understand that the claims alleged in this action were brought on behalf of other
8 similarly situated employees, and that I am acting as a representative for the Class. As a Class
9 Representative, I understand that it is my responsibility to act in the Class's best interest. I am
10 not aware of any conflicts that exist between my interest and the interests of the Class that would
11 impair or affect my ability to serve as representative for the Class.

12 11. I have invested a lot of personal time and energy into representing the interests of
13 the Class. Throughout the case, I spent time looking for documents relevant to the case,
14 including wage statements, employee handbooks, and emails. Additionally, I met with my
15 attorneys on multiple occasions to provide documents and information regarding the Company's
16 personnel and payroll practices and discuss the status of the case. I also met with my attorneys to
17 review and provide input on case documents, such as the PAGA notice and complaint.

18 12. Before signing the Class Action and PAGA Settlement Agreement and Class
19 Notice ("Settlement Agreement" or "Agreement"), I discussed the terms of the Agreement with
20 my attorneys. I believe that the terms of the settlement are fair, adequate and reasonable.

21 13. I did not make the decision to file a class action lightly. I understand that because
22 the claims alleged by me involved the payment of costs to the prevailing party, I could have
23 possibly faced paying the fees and costs of Defendant, had I not prevailed in this action. I
24 believe the result is good for the employees and support the settlement.

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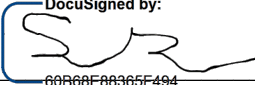
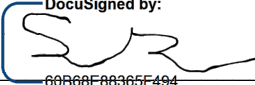
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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on this 3 day of July 2025, at Your City, California.

4  DocuSigned by:
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