

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
mgavron@diversitylaw.com

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
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: March 30, 2026

Time: 10:00 a.m.

Dept.: 7

Action Filed: August 2, 2024

Trial Date: None Set

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 employer as 4283929 Delaware LLC, 2 Daniels Way Cranston, MA 02921. However, no such

address exists in Massachusetts.

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

10. I understand that the claims alleged in this action were brought on behalf of other non-exempt hourly employees in the State of California. As one of the class representatives, I understand that it is my responsibility to act in the class's best interest and not my own. I am not aware of any conflicts that exist between my interest and the interests of the class that have or would impair or affect my ability to continue serving as representative for the class.

11. Before signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement"), I read the Agreement, and I discussed the terms with my attorneys. I believe that this settlement is fair, adequate, and reasonable. I am glad that I had the opportunity to represent the class in this lawsuit and that I was able to recover money through a settlement for the class.

12. I respectfully request that the Court approve a Class Representative Service Payment in the amount of \$5,000. In accepting the role of named plaintiff, I understood from the outset that I was assuming risks and burdens that were materially greater than those borne by absent class members. I was advised, and understood, that if I did not prevail, I could potentially be exposed to the Company's litigation costs. I knowingly accepted that risk. I also understood that pursuing this matter as a class action—rather than as an individual case—would substantially prolong the litigation, require far greater personal involvement, and expose me to greater financial and reputational risk.

13. I undertook substantial efforts in my role as a class and representative plaintiff. I regularly communicated with counsel, gathered and produced documents, reviewed pleadings, assisted with factual development, and remained available throughout the litigation for consultation and strategic decision-making. In this particular case alone, I estimate that I invested approximately 35–40 hours in this case, including time spent: (1) participating in numerous

telephonic meetings with my attorneys and their staff to discuss the case and review documents prepared on my behalf, including, but not limited to, the PAGA letter and other case-related documents; (2) searching for and providing documents and information regarding the Company's wage and hour practices; (3) making myself available for mediation; (4) reviewing and executing the Settlement Agreement; and (5) reviewing and signing declarations in support of court approval.

14. Additionally, I did not make the decision to file a class action lightly. I was concerned about the attention that a class action lawsuit could attract in the workplace and the potential reputational harm that might result, including the perception that I could be viewed as difficult to work with. I was also mindful that pursuing a class action could jeopardize my employment status. Although I believed the lawsuit was justified, I understood that my current or prospective employers could learn that I had sued the Company, creating a risk of retaliation or strained relationships with colleagues and supervisors.

15. Despite these concerns, I agreed to proceed because I believed important workplace rights affecting many employees were at stake—and that those issues would not be addressed unless someone was willing to step forward. I knowingly accepted these risks, along with the financial and litigation-related burdens, to pursue relief on behalf of the class. Although I remained nervous about potential negative consequences, I was willing to move forward because I believed it was the right thing to do.

16. I also agreed, as part of this settlement, to execute a broad general release of all claims, including a waiver under California Civil Code section 1542, which is broader than the release provided by absent class members.

17. For these reasons, I respectfully submit that the Class Representative Service Payment is supported by the quality of my service and substantial efforts in representing the interests of other employees, the inherent risks of litigation, and the personal and professional risks I assumed with respect to my current and future employment. The Class Representative Service Payment is also intended to reasonably compensate me for the broad general release I am providing to the Company, which extends beyond the claims resolved on behalf of absent class

1 members.

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

4 Executed on this 3 day of March 2026, at Hawthorne, California.

5 DocuSigned by:
6 
7 _____
8 Semaj Graham
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28