

1 HAROUT MESSRELIAN (SBN: 272020)

2 MESSRELIAN LAW INC.

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4 Glendale, CA 91203

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7 Attorneys for Plaintiff JONATHAN HENRY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF ORANGE**

10 JONATHAN HENRY,

11 *Plaintiff(s),*

12 vs.

13 DWWCM, INC. dba SOUTH COAST
14 TOYOTA and DOES 1 to 25, inclusive,

15 *Defendants.*

Case No.: 30-2020-01145799-CU-OE-CXC

16 **SUPPLEMENTAL DECLARATION OF**
17 **HAROUT MESSRELIAN IN SUPPORT OF**
18 **PLAINTIFF'S MOTION FOR APPROVAL**
19 **OF PAGA SETTLEMENT AND RELEASE**

Action filed: 5/26/2020

Hearing Date: March 4, 2022

Hearing Time: 10:00 a.m.

Hearing Dept: CX105, Hon. Randall J.
Sherman

1 **SUPPLEMENTAL DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF**
2 **PLAINTIFF'S MOTION FOR PAGA SETTLEMENT AND RELEASE**

3 I, HAROUT MESSRELIAN, declare and state as follows:

4 1. I am an attorney duly licensed to practice before all the Courts of the State of
5 California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for
6 Plaintiff Jonathan Henry (individually, "Henry" or "Plaintiff") in his lawsuit against Defendant
7 DWWCM, INC. dba SOUTH COAST TOYOTA ("South Coast" or "Defendant").

8 2. Except as otherwise indicated, I have personal knowledge of all matters set forth
9 herein and, if called as a witness, could and would competently testify thereto under oath.

10 3. In its Order dated January 28, 2022, the Court expressed concerns about regarding
11 Plaintiff's Motion for Approval of PAGA Settlement and Release (the "Motion"). A true and
12 correct copy of the Court's Minute Order dated January 28, 2022 is attached hereto as **Exhibit 3**.
13 The parties have addressed the Court's concerns in the supplemental memorandum, this
14 declaration, and in other documents filed concurrently.

15 4. The Parties have executed an Addendum to the Settlement Agreement to correctly
16 state "the County of Orange" in §6.09 of the Settlement Agreement. A true and correct copy of
17 the fully executed Addendum to the Settlement Agreement signed by the parties is attached hereto
18 as **Exhibit 4**.

19 5. A true and correct copy of the invoice from Simpluris Inc. reflecting the cost to
20 administer the Settlement is attached hereto as **Exhibit 5**.

21 6. The Parties have amended the cover letter to be sent to the Aggrieved Employees to
22 state that "no claims for any unpaid or underpaid wages have settled, and that this settlement is
23 without prejudice to any pursuit of such claims." A true and correct copy of the amended cover
24 letter is attached hereto as **Exhibit 6**.

25 7. A true and correct copy of the redline comparison of the changes made to the cover
26 letter to be sent to the Aggrieved Employees is attached hereto as **Exhibit 7**.

27 8. Defendant represents that as of August 12, 2021, there are approximately 157
28 Aggrieved Employees. Defendant estimates that Aggrieved Employees worked a total of

1 approximately 4,733 pay periods (11,043 workweeks) between March 15, 2019 and August 12,
2 2021. This will result in a pay period value (“Employee Settlement Share Value”) of
3 approximately \$2.48 (Estimated NSA of \$11,730.12/4733 pay periods) and a work week value
4 of \$1.06. (Estimated NSA of \$11,730.12/11,043 workweeks). Under the Settlement Agreement,
5 the payments to the Aggrieved Employees shall be calculated based on the total pay periods
6 worked for Defendant (Settlement section 3.04(b)). As such, an Aggrieved Employee who
7 worked at least one pay period during the PAGA Period, will receive a minimum of \$2.48.

8 9. Defendant estimates that the lowest number of pay periods worked by an Aggrieved
9 Employee is 1 pay period (1 work week), resulting in the lowest estimated individual settlement
10 payment of \$2.48 (1 pay period x \$2.48 pay period value) and the highest number of pay periods
11 is approximately 58 pay periods (135 work weeks), resulting in the highest estimated individual
12 settlement payment of \$143.75 (58 pay periods x \$2.48 pay period value). Defendant also
13 estimates that the average number of pay periods worked by an Aggrieved Employee is
14 approximately 30 pay periods (71 workweeks) – resulting in an average estimated settlement
15 payment of \$74.35 (30 pay periods x \$2.48).

16 10. Although an average payment of \$74.35 per Aggrieved Employee seems low, such
17 payments are reasonable amounts given the structure and purpose of the PAGA. The PAGA is
18 not a restitution statute with a traditional damages provision designed to restore victims to the
19 position they would have been in had the Labor Code violations not taken place. Rather, it is a
20 punishment statute. It provides for civil penalties only. *Id.* As recent caselaw makes clear,
21 plaintiffs in a PAGA lawsuit cannot recover as part of the civil penalty any wages the Labor Code
22 violations at issue caused. *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175 (2019). The penalties are
23 limited by the PAGA’s per paycheck cap of only \$100 and the caps of the Labor Code statutes it
24 incorporates, such as Labor Code § 558 which limits the civil penalty for a meal period violation
25 to \$50 per paycheck.

26 11. Further, PAGA obligates the prevailing plaintiff to disburse 75% of the civil penalties
27 collected to the State. Within the framework he is bound by, Plaintiff achieved an outstanding
28 result for the employees concerned. What’s more, the Settlement the Plaintiff achieved permits

1 the employees concerned who are dissatisfied with the amount they received in civil penalties to
2 pursue any unpaid restitution, wages, interest, statutory penalties, and attorney fees and costs
3 they believe they are owed in arbitration pursuant to their agreements with the Defendant. The
4 Settlement does not require them to opt out to do so.

5 ***Attorney's Fees***

6 12. My request for attorney's fees of \$29,833.33 (one-third of the Gross Settlement
7 Amount) is fair and reasonable based on my firm's lodestar as cross-checked against the
8 percentage of the recovery. "[R]egardless whether the percentage method or the lodestar method
9 is used, fee awards in class actions average around one-third of the recovery." (See *Chavez v.*
10 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11 ("*Chavez*")); *In re Pacific Enter. Sec. Litig.*
11 (9th Cir. 1995) 47 F.3d 373, 379 ("*Pacific*") [affirming 33% fee award]; *Williams v. MGM-Pathe*
12 *Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027 ("*MGM*") (awarding 33% of total
13 fund amount).) This is also consistent with my experience in wage and hour class and PAGA
14 settlements.

15 13. To date, I have investigated and prosecuted this matter for 44.70 hours. I also expect
16 to perform additional work on this case if the Court grants approval of the Settlement, including
17 supervision of the Settlement Administrator's disbursement of the settlement funds to the
18 Aggrieved Employees.

19 14. In this case, my firm has a total lodestar of approximately \$22,350.00 without the use
20 of any multiplier, which results in a multiplier of 1.335 when compared against the \$29,833.33
21 request for attorneys' fees. A general summary showing of the pre-multiplier lodestar and the
22 total number of hours of work performed by my firm are set forth below with a total lodestar of
23 approximately \$22,350.00.

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Pre-Multiplier</u>
Harout Messrelian (11 th Year Attorney)	44.70	\$500	\$22,350.00
Totals	44.70		\$22,350.00

1 True and correct copies of the time records of my firm are collectively attached as **Exhibit 8** to
2 this declaration.

3 15. My previous experience in litigating wage and hour actions also supports the
4 reasonableness of the fee request. My previous experience in similar matters was integral in
5 evaluating the strengths and weaknesses of the case against Defendant and the reasonableness
6 of the Settlement. Because it is reasonable to compensate me commensurate with my skill,
7 reputation, and experience, attorney's fees of approximately one-third of the Gross Settlement
8 Amount is reasonable.

9 16. In this case, the award of attorney's fees sought is justified by the contingency nature
10 of the attorney-client relationship, my experience in litigating wage and hour cases, the number
11 of attorney and staff hours my firm has spent on this lawsuit, the high caliber of defense counsel,
12 the risks of non-payment and non-reimbursement, the delay in payment and cost reimbursement,
13 and the great results my firm has achieved for the Aggrieved Employees.

14 ***Plaintiff's Individual Settlement***

15 17. The Parties finalized and fully executed a Confidential Settlement Agreement and
16 Release of All Claims regarding Plaintiff's individual claims only in the amount of ten thousand
17 dollars (\$10,000.00).

18 18. Based on the agreement between Plaintiff and my firm, I intend to receive
19 25%, or two thousand five hundred dollars (\$2,500.00) of the total Settlement sum of
20 \$10,000.00 from Plaintiff's individual settlement. I do not intend to receive any costs from the
21 individual settlement.

22 ***Notice to the LWDA***

23 19. On December 29, 2021, Plaintiff submitted a copy of the Settlement and Motion
24 papers with the LWDA concurrent with the filing of the Motion with the Court. True and correct
25 copies of Plaintiff's submission with the LWDA and the confirmation email were attached as
26 Exhibit 2 to my declaration that was concurrently filed with the Motion.

27 20. Pursuant to Labor Code § 2699(1)(2), Plaintiff submitted a copy of his supplemental
28 briefing and the Addendum to the Settlement to the LWDA at the same time Plaintiff's

1 supplemental briefing is being filed with the Court. A true and correct copy of Plaintiff's
2 submission with the LWDA and a confirmation email is attached hereto as **Exhibit 9**.

3 I declare under the penalty of perjury of the laws of the State of California that the
4 foregoing is true and correct to the best of my knowledge.

5 Executed on February 16, 2022 at Glendale, California.

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8 HAROUT MESSRELIAN,
9 Declarant
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EXHIBIT 3

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 01/28/2022 TIME: 10:00:00 AM DEPT: CX105

JUDICIAL OFFICER PRESIDING: Randall J. Sherman

CLERK: Jason Phu

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: Jose F Boc

CASE NO: **30-2020-01145799-CU-OE-CXC** CASE INIT.DATE: 05/26/2020

CASE TITLE: **Henry vs. DWWCM, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 73670976

EVENT TYPE: Motion - Other

MOVING PARTY: Jonathan Henry

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Approval of PAGA Settlement and release,
12/29/2021

APPEARANCES

No Appearance by all parties

Tentative Ruling posted on the Internet .

There are no appearances by any party.

The Court confirms the tentative ruling as follows:

The Court continues the hearing on plaintiff's Motion for Approval of PAGA Settlement and Release to March 4, 2022 at 10:00 a.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be re-read) at least 16 days before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers, including the proposed letter to the aggrieved employees.

The motion fails to provide the aggrieved employees' estimated individual recovery under the proposed settlement, including maximum, minimum and average workweeks, and estimated high, low and average payments to be paid to the aggrieved employees based on their workweeks, information that would enable the court to better evaluate the reasonableness of the settlement.

The Settlement Agreement provides in §6.09 on p. 15: "Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Los Angeles." The reference must be changed to the County of Orange.

An invoice from the Administrator is required to support its fee request.

Plaintiff has not submitted his attorneys' bills or a detailed hourly breakdown of his attorneys' hours to support the court's review of the attorneys' fees request. A detailed hourly breakdown of plaintiff's attorneys' hours is required.

DATE: 01/28/2022

MINUTE ORDER

DEPT: CX105

Page 1
Calendar No.

Plaintiff must provide the court with the amount of his individual settlement, which is a factor for the court to consider in assessing the reasonableness of the PAGA settlement. Plaintiff also must disclose the amount of attorneys' fees and costs that counsel intends to receive from the individual settlement, since counsel's work on this case presumably was for the benefit of both plaintiff's individual settlement and the PAGA claims.



The proposed cover letter to be sent to the aggrieved employees with their penalty checks explains the purpose of the checks, but it fails to explain that no claims for any unpaid or underpaid wages have settled, and that this settlement is without prejudice to any pursuit of such claims. The letter must be revised accordingly.

Plaintiff has not shown that he served the LWDA with his moving papers. Plaintiff is ordered to give notice of the ruling to the LWDA and to defendant, and to serve the LWDA with his original moving papers and well as any new papers filed for future hearings, and file a proof of service showing compliance.

The Status Conference set for 3/17/22 at 9:00 AM in Department CX105 is vacated.

Court orders clerk to give notice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Henry vs. DWWCM, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2020-01145799-CU-OE-CXC

I certify that I am not a party to this cause. I certify that a true copy of the above Minute Order dated 01/28/22 has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 1/28/22. Following standard court practice the mailing will occur at Sacramento, California on 1/31/22.

MESSRELIAN LAW INC.
500 N CENTRAL AVENUE 840
GLENDALE, CA 91203

Clerk of the Court, by:  , Deputy

I certify that I am not a party to this cause. I certify that the following document(s), Minute Order dated 01/28/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on January 28, 2022, at 11:00:58 AM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

FISHER & PHILLIPS LLP
ACRANE@FISHERPHILLIPS.COM

FISHER & PHILLIPS LLP
JMCINTEE@FISHERPHILLIPS.COM

FISHER & PHILLIPS LLP
MBERTIKIAN@FISHERPHILLIPS.COM

FISHER & PHILLIPS LLP
PSANCHEZ@FISHERPHILLIPS.COM

Clerk of the Court, by:  , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

EXHIBIT 4

FIRST AMENDMENT TO PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.) SETTLEMENT AGREEMENT

Jonathan Henry v. DWWCM, INC., et al.

**(Orange County Superior Court Case No. 30-2020-01145799-CU-OE-CXC)
(hereinafter the “Action”)**

This Amendment is made by and between DWWCM, INC., d/b/a South Coast Toyota (“SCT” or “Defendant”) and Plaintiff JONATHAN HENRY (“Plaintiff”), on behalf of the general public as private attorney general, (Defendant and Plaintiff as defined herein, are sometimes collectively referred to as the “Parties”), and amends the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT (“Agreement”) entered into by the Parties on October 21, 2021. Subject to the Court’s subsequent approval of the Settlement, this Amendment shall be effective once fully executed by the Parties.

WHEREAS, the Parties entered into the Agreement on October 21, 2021, to resolve in full the Action filed by Plaintiff on behalf of the general public as private attorney general.

WHEREAS, the Parties wish to amend section 6.09 of the Agreement to correct the venue for resolution of any dispute(s) under the Agreement from the Superior Court of the State of California for the County of Los Angeles, to the County of Orange.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, pursuant to section 6.02 of the Agreement, that section 6.09 of the Agreement is stricken in its entirety and replaced with the following:

“Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff’s Counsel and Counsel for Defendant shall meet and confer in an attempt to reach a resolution. If the Parties are unable to reach a

resolution, they agree to submit any such dispute(s) to the mediator, Gig Kyriacou. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law's provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Orange. The foregoing is only limited to disputes concerning this Agreement and in no way limits or negates the enforceability and effect of underlying arbitration agreements signed by employees of Defendant, specifically including but not limited to Plaintiff, obligating them to arbitrate any and all claims on an individual (and not on a class or collective) basis. Plaintiff, on his own behalf and on behalf of the Aggrieved Employees, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ACCEPTED.

Dated: Feb 15, 2022 _____

JONATHAN HENRY

By:  _____
Jonathan Henry

Dated: 2/16/2022 _____

DWWCM, INC.

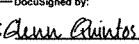
DocuSigned by:
By:  _____
Printed Name: Glenn Quintos
Title: coo

EXHIBIT 5



Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	13985	Prepared By:	Michael Sutherland
Estimate Date:	10/14/2021	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: Harout Messrelian
Firm: MESSRELIAN LAW INC.
Email: <hmessrelianlaw@gmail.com>

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Henry v. DWWCM. dba SOUTH COAST TOYOTA: All-In Settlement

Capped Fee* \$2,750

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.
- 2) Case setup and Notification fees to be invoiced prior to mailing.

Total Possible Class Size:	157	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	
Mailing Document Language:	English	Redistribution:	No
Reminder Post Card	No	State:	CA
Unclaimed Funds	Cy Pres	Tax Years	Single

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup-Posting online	\$75.00	1	\$75.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Total			\$200.00



Class Action Settlement Administration

Distribution

Setup a Disbursement Account

1099's/1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail-Check	\$3.00	157	\$471.00
Postage	\$0.58	157	\$91.06
Process Returned Checks	\$0.50	2	\$0.79
Skip Trace Search Undeliverable Checks	\$5.00	2	\$7.85
Remail Checks	\$4.00	2	\$6.28
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	3	\$15.00
Postage	\$0.58	3	\$1.74
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,783.72



Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Project Manager-Wrap-up Final Issues	\$125.00	0	\$0.00
Total			\$0.00

Total Case Costs	\$2,983.72
Postage Costs	\$92.80

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

EXHIBIT 6

Exhibit A

[Date], 202__

[Settlement Administrator Name]
[Settlement Administrator Address]

[Employee Name]
[Employee Street Address]
[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former DWWCM, INC., d/b/a South Coast Toyota Employee:

You have received this notice because DWWCM, INC., d/b/a South Coast Toyota's ("Employer") records indicate that you work or have worked for Employer in California at some time between March 15, 2019 through [the Approval Date]. This notice relates to the settlement of a lawsuit titled *Jonathan Henry v. DWWCM, INC., et al., Orange County Superior Court Case No. 30-2020-01145799-CU-OE-CXC* (the "Lawsuit").

In the Lawsuit, Plaintiff Jonathan Henry ("Plaintiff") seeks civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows a Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were "aggrieved" by alleged wage and hour violations on the part of Employer.

Employer strongly disputes Plaintiff's allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit, there has been no finding of liability on the part of the Employer, and Employer does not admit liability on any of the factual or legal allegations made in the Lawsuit. Employer has agreed to settle the Lawsuit solely for economic efficiency. This settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be transmitted to the state controller unclaimed payment fund in your name.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. However, no claims for any unpaid or underpaid wages have been settled, and this settlement is without prejudice to any pursuit of such claims that you may have.

If you have any questions about this notice, please contact the Settlement Administrator, [NAME] at <<number/email>>.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

EXHIBIT 7

Exhibit A

[Date], 202__

[Settlement Administrator Name]
[Settlement Administrator Address]

[Employee Name]
[Employee Street Address]
[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former DWWCM, INC., d/b/a South Coast Toyota Employee:

You have received this notice because DWWCM, INC., d/b/a South Coast Toyota's ("Employer") records indicate that you work or have worked for Employer in California at some time between March 15, 2019 through [the Approval Date]. This notice relates to the settlement of a lawsuit titled *Jonathan Henry v. DWWCM, INC., et al., Orange County Superior Court Case No. 30-2020-01145799-CU-OE-CXC* (the "Lawsuit").

In the Lawsuit, Plaintiff Jonathan Henry ("Plaintiff") seeks civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows a Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were "aggrieved" by alleged wage and hour violations on the part of Employer.

Employer strongly disputes Plaintiff's allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit, there has been no finding of liability on the part of the Employer, and Employer does not admit liability on any of the factual or legal allegations made in the Lawsuit. Employer has agreed to settle the Lawsuit solely for economic efficiency. This settlement has been approved by the Court.

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Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. However, no claims for any unpaid or underpaid wages have been settled, and this settlement is without prejudice to any pursuit of such claims that you may have.

If you have any questions about this notice, please contact the Settlement Administrator, [NAME] at <<number/email>>.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

EXHIBIT 8

JONATHAN HENRY V. DWWCN, Inc. dba SOUTH COAST TOYOTA

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	PRE-MULTIPLIER LODESTAR
1/20/2020	Harout Messrelian	spoke to client and did client intake	0.5	\$500.00	(9th yr atty)	\$250.00
1/20/2020	Harout Messrelian	follow up email to client re: retainer	0.1	\$500.00	(9th yr atty)	\$50.00
1/22/2020	Harout Messrelian	received signed retainer from client	0.1	\$500.00	(9th yr atty)	\$50.00
1/23/2020	Harout Messrelian	searched defendant company on sec of state website	0.2	\$500.00	(9th yr atty)	\$100.00
1/23/2020	Harout Messrelian	searched PACA database for existing cases vs Defendant	0.1	\$500.00	(9th yr atty)	\$50.00
1/23/2020	Harout Messrelian	drafted PACA notice	0.8	\$500.00	(9th yr atty)	\$400.00
1/23/2020	Harout Messrelian	drafted PACA payment notice	0.1	\$500.00	(9th yr atty)	\$50.00
1/23/2020	Harout Messrelian	drafted request for client personnel file/pay records	0.1	\$500.00	(9th yr atty)	\$50.00
1/29/2020	Harout Messrelian	Client communications via email	0.1	\$500.00	(9th yr atty)	\$50.00
1/29/2020	Harout Messrelian	Client communications via email	0.1	\$500.00	(9th yr atty)	\$50.00
2/13/2020	Harout Messrelian	Received client's pay records from defense via email	0.1	\$500.00	(9th yr atty)	\$50.00
2/13/2020	Harout Messrelian	Emailed assistant to place payroll docs in dropbox	0.1	\$500.00	(9th yr atty)	\$50.00
2/20/2020	Harout Messrelian	Received client's personnel file from defense via email	0.1	\$500.00	(9th yr atty)	\$50.00
2/22/2020	Harout Messrelian	Emailed assistant to place personnel file in dropbox	0.1	\$500.00	(9th yr atty)	\$50.00
2/24/2020	Harout Messrelian	Reviewed client's personnel file and pay records	0.5	\$500.00	(9th yr atty)	\$250.00
5/18/2020	Harout Messrelian	Drafted PACA complaint	0.8	\$500.00	(9th yr atty)	\$400.00
5/18/2020	Harout Messrelian	Filed PACA complaint via Onelegal	0.3	\$500.00	(9th yr atty)	\$150.00
7/1/2020	Harout Messrelian	Received email from onelegal re accepted filing	0.1	\$500.00	(9th yr atty)	\$50.00
7/1/2020	Harout Messrelian	Received invoice from onelegal for complaint filing	0.1	\$500.00	(9th yr atty)	\$50.00
7/31/2020	Harout Messrelian	Emailed assistant to make sure complex fees had been paid	0.1	\$500.00	(9th yr atty)	\$50.00
8/6/2020	Harout Messrelian	Emailed third party company re: payment of complex fee on case	0.1	\$500.00	(9th yr atty)	\$50.00
8/6/2020	Harout Messrelian	Read email from third party company re: payment of complex fee	0.1	\$500.00	(9th yr atty)	\$50.00
8/6/2020	Harout Messrelian	Drafted court notice for payment of complex fees	0.2	\$500.00	(9th yr atty)	\$100.00
8/6/2020	Harout Messrelian	Read email from third party company re: receipt of complex fees notice	0.1	\$500.00	(9th yr atty)	\$50.00
8/7/2020	Harout Messrelian	Received Defendant's answer to Plaintiff's complaint	0.1	\$500.00	(9th yr atty)	\$50.00
8/12/2020	Harout Messrelian	Emailed assistant to print answer for my review	0.1	\$500.00	(9th yr atty)	\$50.00
8/12/2020	Harout Messrelian	Reviewed defendant's answer to Plaintiff's complaint	0.2	\$500.00	(9th yr atty)	\$100.00
9/2/2020	Harout Messrelian	drafted joint CMC statement to submit to defense for additions/review	0.4	\$500.00	(9th yr atty)	\$200.00
9/2/2020	Harout Messrelian	Emailed assistant to send joint CMC statement to defense	0.1	\$500.00	(9th yr atty)	\$50.00
9/2/2020	Harout Messrelian	Read email from assistant to follow up with defense re proposed changes to joint CMC statement	0.1	\$500.00	(9th yr atty)	\$50.00
9/3/2020	Gina Hazarian	Read email from assistant to defense following up on changes to joint CMC statement	0.1	\$500.00	(3rd yr atty)	\$50.00
9/3/2020	Harout Messrelian	Read email from defense counsel that reviewing the joint CMC Statement	0.1	\$500.00	(9th yr atty)	\$50.00
9/3/2020	Harout Messrelian	Read email from assistant to defense counsel following up on their changes to joint CMC statement	0.1	\$500.00	(9th yr atty)	\$50.00
9/3/2020	Harout Messrelian	Read email from defense counsel Andrew Crane re: changes to joint CMC statement	0.1	\$500.00	(9th yr atty)	\$50.00
9/4/2020	Harout Messrelian	Read email from assistant to defense counsel following up on changes to joint CMC statement	0.1	\$500.00	(9th yr atty)	\$50.00
9/4/2020	Harout Messrelian	Read email from defense re: proposed changes to joint statement and reviewed changes	0.2	\$500.00	(9th yr atty)	\$100.00
9/4/2020	Harout Messrelian	Read email from assistant to defense counsel re accepting changes and filing of joint CMC statement	0.1	\$500.00	(9th yr atty)	\$50.00
9/11/2020	Harout Messrelian	Court call appearance for initial status conference	0.4	\$500.00	(9th yr atty)	\$200.00
1/4/2021	Harout Messrelian	sent email to defense counsel re: updated joint CMC statement to be filed	0.1	\$500.00	(10th yr atty)	\$50.00
1/4/2021	Harout Messrelian	read email from defense counsel re: updated joint CMC statement to be filed	0.1	\$500.00	(10th yr atty)	\$50.00
1/4/2021	Harout Messrelian	sent email to assistant re: updating joint CMC statement	0.1	\$500.00	(10th yr atty)	\$50.00
1/4/2021	Harout Messrelian	read email from assistant re: updating joint CMC statement	0.1	\$500.00	(10th yr atty)	\$50.00
1/14/2021	Harout Messrelian	waited on Courtcall for 90 minutes but old court's call-in information	1.5	\$500.00	(10th yr atty)	\$750.00
1/14/2021	Harout Messrelian	Sent email to defense counsel re: missed appearance and notified him of new hearing date	0.1	\$500.00	(10th yr atty)	\$50.00
1/14/2021	Harout Messrelian	Drafted and filed declaration re: missed appearance and OSC	0.6	\$500.00	(10th yr atty)	\$300.00
1/20/2021	Harout Messrelian	Sent email to defense counsel re informal discovery	0.1	\$500.00	(10th yr atty)	\$50.00

JONATHAN HENRY v. DWWCW, Inc. dba SOUTH COAST TOYOTA

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	PRE-MULTIPLIER LODestar
1/21/2021	Harout Messrelian	Read email from defense counsel re informal discovery	0.1	\$500.00 (10th yr atty)		\$50.00
1/21/2021	Harout Messrelian	sent email reply to defense counsel re informal discovery	0.1	\$500.00 (10th yr atty)		\$50.00
2/5/2021	Harout Messrelian	sent follow up email to defense counsel re informal discovery	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	read email from assistant to defense counsel re informal discovery and potential resolution	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	Read email from defense counsel re draft joint CMC Statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	Read email from assistant to defense counsel re joint CMC statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	sent email to defense counsel re proposed additions to joint CMC statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	read email from defense counsel approving changes to joint CMC statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	sent email following up with defense counsel re informal discovery	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	read email from assistant re: reviewing and finalizing joint CMC Statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	reviewed and finalized updated joint CMC statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/9/2021	Harout Messrelian	sent email to assistant that joint CMC statement was good to be filed	0.1	\$500.00 (10th yr atty)		\$50.00
2/10/2021	Harout Messrelian	read email from assistant to defense counsel re revisions and having authority to sign statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/10/2021	Harout Messrelian	Read follow up email from assistant to defense regarding revisions and signature of joint statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/10/2021	Harout Messrelian	read email from defense counsel Andrew Crane re: review of joint CMC statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/11/2021	Harout Messrelian	read email from defense counsel stating to changes to be made to joint CMC statement	0.1	\$500.00 (10th yr atty)		\$50.00
2/11/2021	Harout Messrelian	read email from assistant to defense counsel stating joint CMC statement filed	0.1	\$500.00 (10th yr atty)		\$50.00
2/12/2021	Harout Messrelian	sent follow up email to defense counsel re informal discovery	0.1	\$500.00 (10th yr atty)		\$50.00
2/12/2021	Harout Messrelian	Read email from defense counsel re PAGA informal discovery	0.1	\$500.00 (10th yr atty)		\$50.00
2/17/2021	Harout Messrelian	sent email to assistant to call court clerk department CX103	0.1	\$500.00 (10th yr atty)		\$50.00
2/18/2021	Harout Messrelian	sent email to assistant re getting court call for upcoming OSC/CMC appearance	0.1	\$500.00 (10th yr atty)		\$50.00
2/18/2021	Harout Messrelian	read email from assistant re: getting court call for upcoming OSC/CMC appearance	0.1	\$500.00 (10th yr atty)		\$50.00
2/18/2021	Harout Messrelian	sent email to assistant re: getting court call for upcoming OSC/CMC appearance	0.1	\$500.00 (10th yr atty)		\$50.00
2/18/2021	Harout Messrelian	received email from court call re: OSC/CMC appearance on 2/19/21	0.1	\$500.00 (10th yr atty)		\$50.00
2/19/2021	Harout Messrelian	received email from assistant re: court call OSC/CMC appearance on 2/19/21	0.1	\$500.00 (10th yr atty)		\$50.00
2/19/2021	Harout Messrelian	Court call CMC/OSC appearance	0.5	\$500.00 (10th yr atty)		\$250.00
3/1/2021	Harout Messrelian	read email from assistant to mediator Eve Wagner re mediation availability	0.1	\$500.00 (10th yr atty)		\$50.00
3/1/2021	Harout Messrelian	read email from defense counsel re: informal discovery and potential resolution	0.1	\$500.00 (10th yr atty)		\$50.00
3/1/2021	Harout Messrelian	read email from assistant to defense counsel re: setting up time to meet and confer	0.1	\$500.00 (10th yr atty)		\$50.00
3/1/2021	Harout Messrelian	read email from defense counsel re: setting up time to meet and confer	0.1	\$500.00 (10th yr atty)		\$50.00
3/2/2021	Harout Messrelian	sent email to defense counsel Andrew Crane with my list of informal discovery requests	0.2	\$500.00 (10th yr atty)		\$100.00
3/4/2021	Harout Messrelian	read email from defense counsel re: mediator Marc Feder	0.1	\$500.00 (10th yr atty)		\$50.00
3/4/2021	Harout Messrelian	sent email to defense counsel re: mediator Marc Feder	0.1	\$500.00 (10th yr atty)		\$50.00
3/5/2021	Harout Messrelian	read email from assistant re: mediator Marc Feder	0.1	\$500.00 (10th yr atty)		\$50.00
3/9/2021	Harout Messrelian	read email from defense counsel re: mediator Marc Feder	0.1	\$500.00 (10th yr atty)		\$50.00
3/10/2021	Harout Messrelian	read email from defense counsel re: mediator Marc Feder available dates	0.1	\$500.00 (10th yr atty)		\$50.00
3/10/2021	Harout Messrelian	sent email to defense counsel re mediator Marc Feder available dates	0.1	\$500.00 (10th yr atty)		\$50.00
3/10/2021	Harout Messrelian	sent email to defense counsel re: other mediators like Asher or Gig Kyriacou	0.1	\$500.00 (10th yr atty)		\$50.00
3/10/2021	Harout Messrelian	sent email to defense counsel re: Gig Kyriacou as potential mediator	0.1	\$500.00 (10th yr atty)		\$50.00
3/11/2021	Harout Messrelian	read email from defense counsel re: mediator Gig available dates	0.1	\$500.00 (10th yr atty)		\$50.00
3/11/2021	Harout Messrelian	read email from assistant re our availability for Gig mediation dates	0.1	\$500.00 (10th yr atty)		\$50.00
3/11/2021	Harout Messrelian	read email from defense counsel re putting hold on 8/12/21 date for mediation with Gig	0.1	\$500.00 (10th yr atty)		\$50.00
3/11/2021	Harout Messrelian	read email from defense counsel re putting hold on 8/12/21 date for mediation with Gig	0.1	\$500.00 (10th yr atty)		\$50.00
3/12/2021	Harout Messrelian	read email from mediator Gig Kyriacou re 8/12/21 mediation including details and deposit invoice	0.1	\$500.00 (10th yr atty)		\$50.00
3/18/2021	Harout Messrelian	read follow up email from mediator re our receipt of mediation scheduling documents	0.1	\$500.00 (10th yr atty)		\$50.00
3/18/2021	Harout Messrelian	read email from assistant to mediator re receipt of mediation documents	0.1	\$500.00 (10th yr atty)		\$50.00
3/18/2021	Harout Messrelian	read email from defense counsel re receipt of mediation documents	0.1	\$500.00 (10th yr atty)		\$50.00
4/13/2021	Harout Messrelian	reviewed proposed stipulation to continue 4/23/21 status conference	0.1	\$500.00 (10th yr atty)		\$50.00

JONATHAN HENRY v. DWWCN, Inc. dba SOUTH COAST TOYOTA

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	PRE-MULTIPLIER LODGESTAR
4/13/2021	Harout Messrelian	read email from assistant to defense counsel re draft of stipulation to continue 4/23/21 conference	0.1	\$500.00 (10th yr atty)		\$50.00
4/13/2021	Harout Messrelian	read email from defense counsel Christine Baran re: approval of joint stip to cont. 4/23/21 conf.	0.1	\$500.00 (10th yr atty)		\$50.00
4/15/2021	Harout Messrelian	read email from assistant to defense counsel re stipulating to continue 4/23/21 status conference	0.1	\$500.00 (10th yr atty)		\$50.00
4/15/2021	Harout Messrelian	read email from defense counsel re stipulating to continue 4/23/21 status conference	0.1	\$500.00 (10th yr atty)		\$50.00
4/15/2021	Harout Messrelian	read email from assistant re joint stipulation to continue 4/23/21 conference	0.1	\$500.00 (10th yr atty)		\$50.00
6/17/2021	Harout Messrelian	sent email to check on informal PGA production from defense prior to mediation	0.1	\$500.00 (10th yr atty)		\$50.00
6/17/2021	Harout Messrelian	read email from assistant to defense counsel re data production before mediation	0.1	\$500.00 (10th yr atty)		\$50.00
6/18/2021	Harout Messrelian	read follow up email from assistant to defense counsel re data production before mediation	0.1	\$500.00 (10th yr atty)		\$50.00
6/21/2021	Harout Messrelian	read email from defense counsel re mediation production of informal documents and data	0.1	\$500.00 (10th yr atty)		\$50.00
6/21/2021	Harout Messrelian	read email from assistant to defense counsel re production of informal documents and data prior to mediation	0.1	\$500.00 (10th yr atty)		\$50.00
6/30/2021	Harout Messrelian	read follow up email from assistant to defense counsel re data production before mediation	0.1	\$500.00 (10th yr atty)		\$50.00
7/2/2021	Harout Messrelian	received email from defense counsel with random employee ID Numbers for sampling	0.1	\$500.00 (10th yr atty)		\$50.00
7/2/2021	Harout Messrelian	read email from assistant to defense counsel re: our 32 picks for random sampling	0.1	\$500.00 (10th yr atty)		\$50.00
7/6/2021	Harout Messrelian	read email from assistant to defense counsel re production of data for 32 person sample	0.1	\$500.00 (10th yr atty)		\$50.00
7/12/2021	Harout Messrelian	read follow up email from assistant to defense counsel re production of data for 32 person sample	0.1	\$500.00 (10th yr atty)		\$50.00
7/13/2021	Harout Messrelian	read email from defense counsel re status of data production for sample	0.1	\$500.00 (10th yr atty)		\$50.00
7/26/2021	Harout Messrelian	read email from assistant to defense re production of data for 32 person sample	0.1	\$500.00 (10th yr atty)		\$50.00
7/27/2021	Harout Messrelian	read follow up email from assistant to defense re production of data for 32 person sample	0.1	\$500.00 (10th yr atty)		\$50.00
7/27/2021	Harout Messrelian	read email from defense counsel re status of data production for sample	0.1	\$500.00 (10th yr atty)		\$50.00
7/30/2021	Harout Messrelian	read email from assistant to defense re production of data for 32 person sample	0.1	\$500.00 (10th yr atty)		\$50.00
7/30/2021	Harout Messrelian	received link from assistant for mediation data produced by defense	0.1	\$500.00 (10th yr atty)		\$50.00
7/30/2021	Harout Messrelian	read email from assistant re: link to defense mediation production	0.1	\$500.00 (10th yr atty)		\$50.00
7/30/2021	Harout Messrelian	read follow up email from assistant re link to defense mediation production	0.1	\$500.00 (10th yr atty)		\$50.00
7/31/2021	Harout Messrelian	read email from defense counsel assistant re sending her a dropbox link for production	0.1	\$500.00 (10th yr atty)		\$50.00
7/31/2021	Harout Messrelian	read email from my assistant to defense counsel re dropbox link	0.1	\$500.00 (10th yr atty)		\$50.00
8/1/2021	Harout Messrelian	read email from defense counsel assistant re data production being uploaded to dropbox	0.1	\$500.00 (10th yr atty)		\$50.00
8/1/2021	Harout Messrelian	read email from assistant to data expert with link to data production	0.1	\$500.00 (10th yr atty)		\$50.00
8/2/2021	Harout Messrelian	read email from assistant to data expert with link to data production	0.1	\$500.00 (10th yr atty)		\$50.00
8/2/2021	Harout Messrelian	read email from data expert re: data produced by defense	0.1	\$500.00 (10th yr atty)		\$50.00
8/2/2021	Harout Messrelian	read email from assistant to data expert	0.1	\$500.00 (10th yr atty)		\$50.00
8/2/2021	Harout Messrelian	read email from assistant to data expert	0.1	\$500.00 (10th yr atty)		\$50.00
8/2/2021	Harout Messrelian	read email from defense counsel Andrew Crane with additional documents for mediation	0.2	\$500.00 (10th yr atty)		\$100.00
8/4/2021	Harout Messrelian	read email from data expert re: data produced by defense	0.1	\$500.00 (10th yr atty)		\$50.00
8/4/2021	Harout Messrelian	read email from assistant to data expert with merged files	0.1	\$500.00 (10th yr atty)		\$50.00
8/5/2021	Harout Messrelian	read email defense counsel with attached employee handbook	0.1	\$500.00 (10th yr atty)		\$50.00
8/5/2021	Harout Messrelian	read email from assistant re mediation prep	0.1	\$500.00 (10th yr atty)		\$50.00
8/5/2021	Harout Messrelian	read email from mediator re submitting a mediation brief	0.1	\$500.00 (10th yr atty)		\$50.00
8/5/2021	Harout Messrelian	sent email to assistant re: making sure client knows about mediation date	0.1	\$500.00 (10th yr atty)		\$50.00
8/6/2021	Harout Messrelian	read email from assistant re: setting up mediation call and sending mediation payment	0.1	\$500.00 (10th yr atty)		\$50.00
8/6/2021	Harout Messrelian	read email from assistant to mediator's office re mediation participants	0.1	\$500.00 (10th yr atty)		\$50.00
8/6/2021	Harout Messrelian	read email from assistant to mediator's office re setting up pre-mediation call	0.1	\$500.00 (10th yr atty)		\$50.00
8/9/2021	Harout Messrelian	read follow up email from assistant to mediator's office re setting up pre-mediation call	0.1	\$500.00 (10th yr atty)		\$50.00
8/9/2021	Harout Messrelian	read email from data expert with data analysis attached	0.2	\$500.00 (10th yr atty)		\$100.00
8/10/2021	Harout Messrelian	read email response from mediator's office re setting up pre-mediation call	0.1	\$500.00 (10th yr atty)		\$50.00
8/11/2021	Harout Messrelian	read email from assistant to defense counsel re total number of PGA pay periods	0.1	\$500.00 (10th yr atty)		\$50.00
8/11/2021	Harout Messrelian	read email from mediator's office with attached confidentiality agreement	0.1	\$500.00 (10th yr atty)		\$50.00
8/11/2021	Harout Messrelian	preparation for mediaion including defendant's handbook/policies, Plaintiff's records and expert's analysis	2.7	\$500.00 (10th yr atty)		\$1,350.00

JONATHAN HENRY v. DWWCM, Inc. dba SOUTH COAST TOYOTA

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	PRE-MULTIPLIER LODESTAR
8/12/2021	Harout Messrelian	read email from mediator's office re: mediation confidentiality agreement	0.1	\$500.00	(10th yr atty)	\$50.00
8/12/2021	Harout Messrelian	sent email to assistant re getting client to sign confidentiality agreement	0.1	\$500.00	(10th yr atty)	\$50.00
8/12/2021	Harout Messrelian	read email from client signing mediation confidentiality agreement	0.1	\$500.00	(10th yr atty)	\$50.00
8/22/2021	Harout Messrelian	full day mediation with Gig Kyriacou including finalizing MOU re settlement and getting MOU signed	7.4	\$500.00	(10th yr atty)	\$3,700.00
8/29/2021	Harout Messrelian	sent email to defense counsel re long form settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
9/2/2021	Harout Messrelian	read email from defense counsel re: long form settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
9/4/2021	Harout Messrelian	sent follow up email to defense counsel re long form settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
9/7/2021	Harout Messrelian	read email from defense counsel re long form settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
9/7/2021	Harout Messrelian	read email from defense counsel re long form settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
9/10/2021	Gina Hazarian	sent follow up email to defense counsel re long form settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
9/16/2021	Harout Messrelian	read email from assistant re draft of settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
9/16/2021	Harout Messrelian	read email from assistant to court clerk re continuing status conference hearing due to parties settling	0.1	\$500.00	(10th yr atty)	\$50.00
9/16/2021	Harout Messrelian	read email from court clerk advising parties to file stipulation in order to continue hearing	0.1	\$500.00	(10th yr atty)	\$50.00
9/16/2021	Harout Messrelian	sent email to assistant re further instructions re stip to continue hearing in light of settlement	0.1	\$500.00	(10th yr atty)	\$50.00
9/28/2021	Harout Messrelian	reviewed draft settlement agreements and redlined changes	0.6	\$500.00	(10th yr atty)	\$300.00
10/1/2021	Harout Messrelian	sent email to defense counsel re redlined changes	0.1	\$500.00	(10th yr atty)	\$50.00
10/5/2021	Harout Messrelian	sent email to defense counsel re changes to draft settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
10/8/2021	Harout Messrelian	read email from defense counsel re changes to settlement agreements and reviewed defense changes	0.2	\$500.00	(10th yr atty)	\$100.00
10/8/2021	Harout Messrelian	sent email to defense counsel re PACA administration bids	0.1	\$500.00	(10th yr atty)	\$50.00
10/11/2021	Harout Messrelian	sent email to assistant re getting PACA bids from different administrators	0.1	\$500.00	(10th yr atty)	\$50.00
10/12/2021	Harout Messrelian	read email from assistant to different administrators re PACA settlement administration bids	0.1	\$500.00	(10th yr atty)	\$50.00
10/13/2021	Harout Messrelian	read email from Phoenix Settlement Administrators	0.1	\$500.00	(10th yr atty)	\$50.00
10/13/2021	Harout Messrelian	read email from LYM re PACA bid	0.1	\$500.00	(10th yr atty)	\$50.00
10/13/2021	Harout Messrelian	read email from Phoenix Settlement Administrators re PACA bid	0.1	\$500.00	(10th yr atty)	\$50.00
10/13/2021	Harout Messrelian	read email from Simpluris re: PACA bid	0.1	\$500.00	(10th yr atty)	\$50.00
10/14/2021	Harout Messrelian	read email from Simpluris re: PACA bid	0.1	\$500.00	(10th yr atty)	\$50.00
10/14/2021	Harout Messrelian	read email from LYM re PACA bid	0.1	\$500.00	(10th yr atty)	\$50.00
10/15/2021	Harout Messrelian	sent email to assistant re: PACA bids	0.1	\$500.00	(10th yr atty)	\$50.00
10/18/2021	Harout Messrelian	sent email to assistant re PACA bids	0.1	\$500.00	(10th yr atty)	\$50.00
10/18/2021	Harout Messrelian	read email from assistant to defense counsel re PACA settlement administrator bids	0.1	\$500.00	(10th yr atty)	\$50.00
10/19/2021	Harout Messrelian	read email from Simpluris re: PACA bid	0.1	\$500.00	(10th yr atty)	\$50.00
10/19/2021	Harout Messrelian	read email from defense counsel re PACA settlement administrator bids	0.1	\$500.00	(10th yr atty)	\$50.00
10/19/2021	Harout Messrelian	sent email to defense counsel re PACA settlement administrator bids	0.1	\$500.00	(10th yr atty)	\$50.00
10/19/2021	Harout Messrelian	read email from defense counsel with finalized settlement agreements for signature; reviewed final agreements	0.3	\$500.00	(10th yr atty)	\$150.00
10/19/2021	Harout Messrelian	sent email to assistant to get client's signature on settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
10/21/2021	Harout Messrelian	read email of settlement agreements being sent to client for signature	0.1	\$500.00	(10th yr atty)	\$50.00
10/21/2021	Harout Messrelian	read email of settlement agreements being signed by client	0.1	\$500.00	(10th yr atty)	\$50.00
10/26/2021	Harout Messrelian	read email from assistant to defense counsel re executed settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
10/29/2021	Harout Messrelian	read email from defense counsel with attached fully executed settlement agreements	0.1	\$500.00	(10th yr atty)	\$50.00
10/31/2021	Harout Messrelian	read email from assistant re: scheduling PACA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
11/1/2021	Harout Messrelian	sent email to assistant re: scheduling PACA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
11/3/2021	Harout Messrelian	read email from Simpluris re: PACA bid	0.1	\$500.00	(10th yr atty)	\$50.00
11/17/2021	Harout Messrelian	read email from assistant re PACA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
11/17/2021	Harout Messrelian	read email from assistant to defense re defense declaration for PACA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
11/17/2021	Harout Messrelian	sent email to assistant re filing joint status conference statement	0.1	\$500.00	(10th yr atty)	\$50.00
11/18/2021	Harout Messrelian	sent email to assistant re joint CMC Statement	0.1	\$500.00	(10th yr atty)	\$50.00
11/28/2021	Harout Messrelian	sent email to defense counsel re declaration for PACA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
11/28/2021	Harout Messrelian	read email from assistant to defense counsel with notice of next status conference for 3/17/22	0.1	\$500.00	(10th yr atty)	\$50.00

JONATHAN HENRY v. DWWCN, Inc. dba SOUTH COAST TOYOTA

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	PRE-MULTIPLIER LODESTAR
12/14/2021	Harout Messrelian	sent email to defense counsel following up on declaration for PAGA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
12/16/2021	Harout Messrelian	reviewed defense declaration re PAGA approval	0.1	\$500.00	(10th yr atty)	\$50.00
12/16/2021	Harout Messrelian	read email from defense counsel re PAGA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
12/17/2021	Harout Messrelian	sent email to defense counsel re PAGA approval motion	0.2	\$500.00	(10th yr atty)	\$100.00
12/20/2021	Harout Messrelian	sent follow up email to defense counsel re PAGA approval motion and items needed	0.1	\$500.00	(10th yr atty)	\$50.00
12/21/2021	Harout Messrelian	read email from defense counsel with attachment of information needed to draft PAGA approval motion	0.2	\$500.00	(10th yr atty)	\$100.00
12/22/2021	Harout Messrelian	sent email to defense counsel re missing date on PAGA settlement agreement	0.1	\$500.00	(10th yr atty)	\$50.00
12/22/2021	Harout Messrelian	read email from defense counsel re missing date on PAGA settlement agreement	0.1	\$500.00	(10th yr atty)	\$50.00
12/22/2021	Harout Messrelian	drafted PAGA approval motion, including my declaration and proposed order	3.8	\$500.00	(10th yr atty)	\$1,900.00
12/22/2021	Harout Messrelian	sent PAGA approval motion to defense via email	0.2	\$500.00	(10th yr atty)	\$100.00
12/29/2021	Harout Messrelian	sent follow up email to defense re PAGA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
12/29/2021	Harout Messrelian	read email from defense counsel re PAGA approval motion	0.1	\$500.00	(10th yr atty)	\$50.00
12/29/2021	Harout Messrelian	sent email to assistant re finalized PAGA approval motion for filing	0.1	\$500.00	(10th yr atty)	\$50.00
12/29/2021	Harout Messrelian	sent email to assistant re finalizing PAGA approval motion for filing	0.1	\$500.00	(10th yr atty)	\$50.00
12/29/2021	Harout Messrelian	email read from assistant re finalizing PAGA approval motion for filing	0.1	\$500.00	(10th yr atty)	\$50.00
12/29/2021	Harout Messrelian	email sent to assistant re finalizing PAGA approval motion for filing	0.1	\$500.00	(10th yr atty)	\$50.00
2/6/2022	Harout Messrelian	read Court's ruling denying PAGA approval motion	0.1	\$500.00	(11th yr atty)	\$50.00
2/8/2022	Harout Messrelian	sent email to defense counsel re: Court's ruling denying PAGA approval and asking defense for additional info	0.2	\$500.00	(11th yr atty)	\$100.00
2/8/2022	Harout Messrelian	sent email to defense with redlined copy of one-page PAGA notice	0.1	\$500.00	(11th yr atty)	\$50.00
2/9/2022	Harout Messrelian	read email from defense counsel re providing me with additional information for PAGA approval motion	0.1	\$500.00	(11th yr atty)	\$50.00
2/9/2022	Harout Messrelian	sent email to defense counsel re providing me with additional information for PAGA approval motion	0.1	\$500.00	(11th yr atty)	\$50.00
2/14/2022	Harout Messrelian	draft supplemental papers re Mx PAGA Approval	2.0	\$500.00	(11th yr atty)	\$1,000.00
2/15/2022	Harout Messrelian	review addendum drafted by defense, review data points provided by defense, finalize Mx papers	0.5	\$500.00	(11th yr atty)	\$250.00

TOTAL TIME SPENT:

44.70

FEES TOTAL:

\$22,350.00

**FEES REQUESTED
MULTIPLIER**

**\$29,833.33
1.335**

EXHIBIT 9