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DAVID XIQUI VASQUEZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)**

DAVID XIQUI VASQUEZ,

Plaintiff,

vs.

THE PROVINCE LLC, PAUL REDDICK;
and DOES 1 to 25, inclusive,

Defendants.

Case No.: 22CV397541

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

Action filed: May 2, 2022

Hearing Date: October 19, 2022

Hearing Time: 1:30 p.m.

Hearing Dept: 3, Hon. Patricia M. Lucas

1 or around August 7, 2021. At all times during his employment with Defendants, Plaintiff was
2 considered an hourly, non-exempt employee.

3 6. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit
4 under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq.
5 (“PAGA”). On October 14, 2021, Plaintiff, on behalf of himself and Defendants’ other California
6 non-exempt hourly employees (hereafter collectively the “Aggrieved Employees”) gave written
7 notice by electronic service to the California Labor and Workforce Development Agency
8 (“LWDA”) and via certified mail to Defendants of his claims against Province. In his notice to
9 the LWDA, Plaintiff asserted on behalf of himself and the Aggrieved Employees that Defendants
10 (1) failed to pay for all hours worked, including but not limited to, minimum wages (California
11 Labor Code sections 510, 1194, 1197, 1197.1); (2) failed to provide all required timely and duty-
12 free meal and rest periods (California Labor Code sections 226.7 and 512); (3) failed to pay
13 wages owed every pay period (California Labor Code section 204); (4) failed to provide accurate,
14 itemized wage statements (California Labor Code section 226a); (5) failed to pay all wages owed
15 at the end of employment (California Labor section 203); (6) failed to maintain accurate records
16 (California Labor Code section 1174d); (7) failed to reimburse business expenses (California
17 Labor Code sections 2800 and 2802); (8) failed to provide sick pay(California Labor Code
18 sections 232 and 246); and (9) failed to provide Worker’s Compensation coverage (California
19 Labor Code section 3700.5). A true and correct copy of Plaintiff’s letter to the LWDA is attached
20 as **Exhibit 3**.

21 7. Prior to Plaintiff commencing a civil action against Defendants, the parties met
22 and conferred and agreed that it may be in their mutual interests to discuss Plaintiff’s allegations
23 informally, rather than through litigation, and scheduled private mediation.

24 8. On April 19, 2022, the Parties attended a full day mediation session with the
25 Honorable Jamie Jacobs-May (Ret.) At all times, the negotiations were adversarial and
26 contentious, although still professional in nature. At the mediation, the Parties agreed to settle
27 Plaintiff’s PAGA Claim for violation of Labor Code § 2698, *et seq*. Before agreeing to the terms
28 of the Settlement, the Parties engaged in informal discovery regarding Defendants’ policies,

1 practices, operations, time and payroll information and other topics. In advance of mediation,
2 Defendants produced Plaintiff's personnel file, including time and payroll data through data
3 sampling. Moreover, prior to the mediation, Defense counsel provided Plaintiff's counsel with
4 information and documents relating to other Aggrieved Employees, including time and payroll
5 data. Through extensive arm's length negotiations at the mediation and only after discovery and
6 investigation were performed, the Parties agreed to settlement terms.

7 9. Counsel for the Parties have further investigated the applicable law as applied to
8 the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code
9 violations claimed by Plaintiff. I am experienced in prosecuting PAGA lawsuits. Counsel for the
10 Defendants are experienced in defending PAGA cases. Based on the parties' own independent
11 investigations and evaluations, the parties and their respective counsel are of the opinion that the
12 Settlement for the consideration and on the terms set forth in the Agreement are fair, reasonable
13 and adequate and are in the best interests of Plaintiff, the Aggrieved Employees, the State, and
14 Defendants in light of all known facts and circumstances and the risks inherent in litigation,
15 especially in this post pandemic era, where businesses are struggling to remain afloat, much less
16 prosper and make a large profit.

17 10. The Settlement of a PAGA claim requires court approval. Lab. Code §2699(1)(2).
18 The Court necessarily has broad discretion in making the decision to approve or reject a
19 settlement for civil penalties as the statutory scheme authorizes the Court to determine whether,
20 in certain circumstances, penalties should be assessed and, if so assessed, the appropriate amount
21 of penalties based on the facts and circumstances of the particular case. Although the PAGA
22 does not set forth the particular standards against which a PAGA settlement should be evaluated,
23 the LWDA has provided guidance for approval that mirrors the standards for evaluating class
24 action settlements.

25 11. PAGA imposes two requirements for the settlement of a PAGA claim. Both are
26 met here. First, any civil penalties recovered, whether by judgment or settlement, must be
27 distributed as follows: 75 percent to the LWDA, and the remaining 25 percent to the aggrieved
28 employees. *See Moorner v. Noble L.A. Events, Inc.* (2019) 32 Cal.App.5th 736, 742; Cal. Lab.

1 Code, § 2699(i). The parties' Settlement so provides (*See Exhibit 1*). Second, the LWDA must
2 be given notice of the settlement so that it may be heard before the Court decides whether to
3 grant approval. Cal. Lab. Code § 2699(l)(2). Here, notice is being given to the LWDA
4 concurrently with the filing of this motion. A true and correct copy of Plaintiff's submission with
5 the LWDA and a confirmation email is attached as **Exhibit 12**. As a result, Plaintiff has met all
6 procedural statutory requirements for settling a PAGA action.

7 12. Upon reaching a settlement, Plaintiff filed his lawsuit in this Court on May 2,
8 2022 with a single representative claim for civil penalties under the PAGA (California Labor
9 Code § 2698, *et seq.*) against Defendants so that Plaintiff may pursue the present motion for
10 approval of the Parties' Agreement. A true and correct copy of Plaintiff's Complaint filed on
11 May 2, 2022 is attached hereto as **Exhibit 4**.

12 13. Defendants deny any liability or wrongdoing of any kind whatsoever associated
13 with the lawsuit. It is the desire of the Parties to fully, finally, and forever compromise, and
14 discharge all claims known or unknown related to those alleged in Plaintiff's lawsuit.

15 14. The PAGA Settlement warrants a presumption of fairness for several reasons:
16 (1) The parties reached the Settlement through arm's-length bargaining with the aid of a
17 respected mediator; (2) The parties conducted sufficient investigation and discovery to allow
18 Counsel and the Court to act intelligently. Plaintiff requested and Defendants provided the
19 number Aggrieved Employees, the number of total pay periods during the Release Period, all
20 policies in effect during the Release Period, and a sampling of time records; and (3) Counsel for
21 the Parties are experienced with PAGA cases. Moreover, neither Plaintiff nor I have any
22 conflicts of interest with the absent Aggrieved Employees and there are no issues of
23 ascertainability.

24 15. I considered various sources of information in the lead-up to the mediation of
25 April 19, 2022 that enabled Plaintiff to achieve the Settlement at issue. Among other things,
26 Plaintiff considered the following:

- 27 • Defendants produced and my staff and I reviewed Plaintiff's personnel file.
- 28 • My office requested that Defendants provide any and all policies regarding overtime and

double-time wages, off the clock work, expense reimbursement, meal periods, rest breaks, meal period waivers and agreements, compensation plans, and complaints about working conditions in effect during the relevant time period beginning in October of 2020. Defendants produced those policies as part of their employee handbook. They are largely consistent with the Wage Order (No. 5) and the Labor Code.

- My office requested that Defendants provide the total number of employees, paychecks, and the pay cycles during the relevant period. Defendants provided the answers to each of these questions.
- My office requested a 20% sample of time and payroll records for the relevant time period. Defendants provided a sampling of time and pay records for 95 of their employees. This represents 76% of the total employees that Defendants employed during the PAGA Period based on data available at the time of mediation.
- My office then retained a professional data analyst, James Toney, to examine the records and determine the meal period violation rates, if there was any pay discrepancy in timesheet hours versus paid hours, and if there was any rounding/time shaving issues. Plaintiff is prepared to provide the Court with the data analysis for *in camera* inspection upon its request.
- I analyzed the state of caselaw on PAGA claims, meal and rest break violations, claims for “off the clock” work and business expense reimbursement, especially as it relates to “manageability” arguments brought up by the defense.

16. Before mediation, Defendants disclosed that for the period of October 14, 2020 to December 1, 2021, there were approximately 125 potentially aggrieved employees and 1,632 pay periods. Based on this information, I prepared an estimate of the maximum possible civil penalties under the PAGA. The maximum possible civil penalties under the PAGA is the total number of pay periods with one or more violations multiplied by the maximum possible civil penalty amount per pay period. Under the civil penalty formulas applicable under PAGA, I estimated a maximum possible exposure of approximately \$2,040,000 for civil penalties as follows:

TYPE OF VIOLATION	LABOR CODE SECTION VIOLATED/ CIVIL PENALTY STATUTE	INITIAL PENALTY AMOUNT/ PAY PERIOD	PAY PERIODS	CIVIL PENALTIES
Unpaid Minimum Wages	1197/1197.1	\$100	1632	\$163,200.00
Unpaid Overtime	510/558	\$50	1632	\$81,600.00
Inaccurate Wage Statements	226/226.3	\$250	1632	\$408,000.00
Inaccurate Pay Records	1174/1174.5	\$500	1632	\$816,000.00

Untimely Wages	201-204/210, 2699(f)(2)	\$100	1632	\$163,200.00
Unreimbursed Expenses	2802/2699(f)(2)	\$100	1632	\$163,200.00
Unprovided Meal Breaks	512/558	\$50	1632	\$81,600.00
Unprovided Rest Breaks	1198/2699(f)(2)	100	1632	\$163,200.00
MAXIMUM CIVIL PENALTIES				\$2,040,000.00

The potential for recovery of this maximum possible civil penalties depends on circumstances that are highly unlikely and not in line with reality. It would depend on the Court stacking the maximum recoverable civil penalties for unpaid wages violations, inaccurate wage statements violations, inaccurate pay records violations, untimely wages violations, unreimbursed expenses violations, unprovided meal breaks violations, and unprovided rest breaks violations, per pay period for all 1,632 pay periods for all 125 potentially aggrieved employees during the PAGA Period. I am unaware of any California State court decision awarding a plaintiff and the other aggrieved employees he represents multiple civil penalties for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to “stack” civil penalties arising under the various Labor Code statutes. I had to substantially discount the value of these claims in the settlement negotiations for this and a variety of other reasons. At best, Plaintiff could hope to recover one penalty for each pay period (regardless of the different Labor Code violations that potentially occurred for the same employee, during the same pay periods). Assuming that Plaintiff could prove that there was at least one violation of a Labor Code section per pay period, Plaintiff could expect to recover approximately \$81,600.00 (1,632 pay periods x \$50 = \$81,600.00).

17. The PAGA action brought forth in this case by Plaintiff had two main substantive arguments: 1) unprovided meal and rest periods, 2) failure to reimburse business expenses for the purchase of work uniforms. The other arguments for PAGA penalties, including inaccurate paystubs, not paying all wages owed every pay period and at the end of employment, and not keeping accurate time records, are all derivative claims that have no value on their own, and especially when the substantive labor code violations, like business expense reimbursement is being used as a predicate. *See Naranjo v. Spectrum Security Services, Inc.*, 40 Cal App5th 444.

18. There are risks to Plaintiff’s meal and rest period claims. Out of the 8,809 total

1 shifts recorded in the sample, 10.3% of the shifts had no meal periods, 27.9% of the shifts had a
2 late meal period and 0.3% of the shifts had meal periods that were short. This is a presumptive
3 meal period violation rate of approximately 38.3% and required a significant discount during
4 settlement negotiations. Moreover, Defendants contend that, to establish a violation for missed
5 meal periods, a plaintiff must do more than show that a meal break was not taken. *Brinker*
6 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. So long as an employer provides
7 employees with a “reasonable opportunity” to take a duty-free meal period, it has no further duty
8 to “police meal breaks and ensure no work thereafter is performed.” *Id.* at 1040-41. Instead, a
9 plaintiff must show the employer impeded, discouraged, or prohibited the employee from taking
10 a proper break, or otherwise failed to release the employee of all control. *Id.* “Thus, the crucial
11 issue with regard to the meal break claim is the reason that a particular employee may have failed
12 to take a meal break.” *Washington v. Joe’s Crab Shack* (N.D. Cal. 2010) 271 F.R.D. 629, 641.
13 Determining by a review of Defendants’ time records the exact reasons why a meal period
14 appears to be short or late would be difficult and pinpointing those days in which Plaintiff and
15 the PAGA Members worked during their meal periods will be a challenge. Additionally,
16 Defendants provided evidence that they provide employees with the opportunity to take meal and
17 rest breaks. Province’s Employee Handbook contains legally compliant meal period and rest
18 break policies.

19 19. Defendants contend they provided their non-exempt employees with the
20 opportunity to take rest periods in accordance with California law, and, accordingly, Plaintiff’s
21 rest break claim has no support. Additionally, there are other risks to Plaintiff’s rest period claim.
22 Employers are not required to record rest periods and such periods are paid. Unlike meal periods,
23 where there are often records showing whether an employee clocked out or not, there is no such
24 evidence to prove a missed rest period or that the employer refused to authorize and permit one.

25 20. There are risks to Plaintiff’s claim for unreimbursed expenses. There is a risk that
26 the Court may consider Plaintiff’s claims as to Defendants’ alleged failure to indemnify for
27 business expenses to be individual in nature. Plaintiff alleges that Defendants did not reimburse
28 him or the other Aggrieved Employees for their purchase of work uniforms. Defendants provided

1 evidence at mediation that Province never required its employees to purchase their own uniforms.
2 Employees were only required to wear a black or white non-flammable shirt. Furthermore,
3 California's business reimbursement law does not require an employer to reimburse its
4 employees for the cost of items that are generally usable, including black or white shirts and slip-
5 resistant shoes because such items do not qualify as a "necessary expenditure." (*Townley v. BJ's*
6 *Restaurants, Inc.* (2019) 37 Cal.App.5th 179.) Uniforms are only subject to reimbursement if the
7 items are not "usual and generally usable" in the applicable industry (here, the restaurant
8 industry). As such, I had to significantly discount the value of this claim during settlement
9 negotiations.

10 21. Additionally, PAGA states a court has discretion to award a lesser amount than
11 the maximum penalty. See Lab. Code § 2699(e)(2) ("...a court may award a lesser amount than
12 the maximum civil penalty amount specified by this part if, based on the facts and circumstances
13 of the particular case, to do otherwise would result in an award that is unjust, arbitrary and
14 oppressive, or confiscatory."). There is a substantial risk that the Court could reduce civil
15 penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and
16 intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 ("*Carrington*")
17 illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily discounted award
18 of only \$5 per violation because it was within the Court's discretion to significantly reduce
19 PAGA penalties even when there is a finding that a violation of the California Labor Code
20 occurred. The plaintiff in *Carrington* had requested penalties in excess of \$70 million and was
21 successful in proving the PAGA claim during a bench trial. However, the trial court reduced the
22 total award after trial to only \$150,000 (30,000 violations x \$5) and stated that this reduction was
23 warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive",
24 based on Starbucks's "good faith attempts" to comply with meal break obligations and because
25 the Court found the violations were minimal. Applying the same formula here and assuming there
26 was one violation during each pay period, the award of civil penalties could not exceed \$8,160.00
27 in PAGA penalties (1,632 violations x \$5). As such, this Settlement is a great result based solely
28 on the risk the Court chooses to apply the *Carrington* formula. Defendants have also posed

1 formidable defenses to the Labor Code claims underlying Plaintiff’s allegations. Thus, the chance
2 of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain.

3 22. Further, although, class certification is not required for a PAGA claim,
4 Defendants could contend that Plaintiff should show that the PAGA claims are manageable,
5 especially as it relates to the business expense reimbursement claim for uniforms, which will
6 invariably be an individualized assessment. As such, Defendants could also convince the Court
7 to dismiss the claims due to unmanageability. In *Ortiz v. CVS Caremark Corp.*, the court
8 dismissed a PAGA claim because it was unmanageable. 2014 WL 1117614, at *3–4 (N.D. Cal.
9 2014). The Ortiz court cited the “multitude of individualized assessments” that case would have
10 required in ordering dismissal. *Id.* at *4. Several other courts have adopted *Ortiz*, and dismissed
11 PAGA claims where, as here, there are a large number of allegedly aggrieved individuals whose
12 claims require individual assessments. *See, e.g., Litty v. Merrill Lynch & Co.*, 2014 WL 5904904,
13 at *3 (C.D. Cal. 2014); *Bowers v. First Student, Inc.*, 2015 WL 1862914, at *4 (C.D. Cal. 2015);
14 *see also Stafford v. Dollar Tree Stores, Inc.*, 2014 WL 6633396, at *2–4 (E.D. Cal. 2014)
15 (bifurcating trial of plaintiff’s claim from representative claims: “in light of the number of
16 potential aggrieved employees, judicial economy favors deferring the representative portion of
17 the PAGA claim”); *Amey v. Cinemark USA Inc.*, 2015 WL 2251504, at *16 (N.D. Cal. May 13,
18 2015).

19 23. Furthermore, on September 9, 2021, the California Court of Appeal issued a
20 significant decision in *Wesson v. Staples the Office Superstore, LLC*, No. B302988, 2021 Cal.
21 App. LEXIS 743 (Ct. App. Sep. 9, 2021) (“*Wesson*”), holding that courts have authority to ensure
22 that PAGA claims are manageable, and that courts may limit or strike unmanageable PAGA
23 claims.¹

24 24. The Parties further recognize that the issues presented in the representative PAGA
25 claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and
26

27 _____
28 ¹ The *Wesson* decision marks the first time an appellate court has weighed in on whether PAGA claims
must be manageable.

1 that further litigation will cause inconvenience, distraction, disruption, delay, and expense
2 disproportionate to the maximum potential benefits to the Aggrieved Employees and Plaintiff
3 from continued litigation, especially in the pandemic era where further and extensive litigation
4 may cause businesses to shut down, resulting in no monetary compensation to Plaintiff,
5 Plaintiff's attorneys, other Aggrieved Employees, and the State of California.

6 25. The settlement of the representative PAGA claim involves monetary relief to all
7 Aggrieved Employees, Plaintiff, his attorneys, and the State of California. The Settlement is
8 reasonable given the uncertainties this lawsuit entails. It is also reasonable given the structure
9 and purpose of the PAGA, since the PAGA is not a restitution statute. Rather, it is essentially a
10 punishment statute. It provides for civil penalties only. Within the PAGA framework he is bound
11 by, Plaintiff, considering the evidence he faced, achieved a great result for the employees
12 concerned. Furthermore, any employees who are dissatisfied with the amount they received in
13 civil penalties can pursue any damages they believe they are owed by the Defendants. The
14 Settlement does not require them to opt out to do so.

15 26. Furthermore, Plaintiff recognizes that continued litigation presents significant
16 risks that support a significant downward departure from Plaintiff's estimated civil penalties
17 amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable
18 compromise amount for these claims and is in the best interest of Plaintiff and Aggrieved
19 Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479
20 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are fair, just,
21 reasonable, adequate, and equitable to Defendants, Plaintiff, and the State, especially in light of
22 the current economic climate, and are the product of good faith, and informed arms-length
23 negotiations between the Parties consistent with public policy and fully comply with applicable
24 provisions of law.

25 27. As such, the settlement of PAGA penalties in the gross sum of \$82,500.00, of
26 which 75% of the net amount after attorney's fees, litigation costs, and settlement administration
27 costs (\$30,869.52) will be paid to the LWDA and 25% (\$10,289.84) will be distributed to the
28 Aggrieved Employees, is reasonable and appropriate under the circumstances.

1 **Individual PAGA Payments**

2 28. Defendants represent that there are approximately 125 Aggrieved Employees
3 during the Release Period. After deducting the requested Court-approved Attorneys' Fees
4 (\$27,500.00) and Litigation Costs (\$8,340.64), and the Settlement Administration Costs
5 (\$5,500.00), the Net Settlement Amount will be approximately \$41,159.36. Seventy five percent
6 (75%) of the Net Settlement Amount will be paid to the Labor and Workforce Development
7 Agency ("LWDA") (\$30,869.52), and twenty five percent (25%) (\$10,289.84) of the Net
8 Settlement Amount will be paid to the Aggrieved Employees on a pro-rata basis based upon
9 their respective number of pay periods during the Release Period. Agreement, ¶ 3.04(b). With
10 a total of 125 Aggrieved Employees, the average estimated individual PAGA payment for each
11 Aggrieved Employee is approximately \$82.32 (\$10,289.84 (25% of the estimated Net
12 Settlement of \$41,159.36) / 125 Aggrieved Employees). This is a great result given the
13 uncertainties this lawsuit entails.

14 **Attorneys' Fees and Costs**

15 29. I represent Plaintiff on a straight contingency basis. My firm's request for
16 \$27,500.00 in attorney fees and \$8,340.64 in litigation costs is fair and reasonable. "[R]egardless
17 whether the percentage method or the lodestar method is used, fee awards in class actions average
18 around one-third of the recovery." (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66,
19 fn.11 ("*Chavez*")); *In re Pacific Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 379 ("*Pacific*")
20 [affirming 33% fee award]; *Williams v. MGM-Pathe Communications Co.* (9th Cir. 1997) 129
21 F.3d 1026, 1027 ("*MGM*") (awarding 33% of total fund amount).) This is also consistent with my
22 experience in wage and hour class and PAGA settlements.

23 30. Should the Court elect to use Plaintiff's Counsel's lodestar as the method for
24 awarding fees, notwithstanding courts' clear preference for the percentage method, my request
25 for attorney's fees of \$27,500.00 (one-third of the Gross Settlement Amount) is also justified
26 under the lodestar method, since the value of the actual work performed is higher than the
27 attorneys' fees requested, even without applying a risk multiplier.

28 31. To date, I have investigated and prosecuted this matter for over 35.75 hours. I

also expect to perform additional work on this case if the Court grants final approval of the Settlement, including supervision of the Settlement Administrator's disbursement of the settlement funds to the Aggrieved Employees.

32. In this case, my firm has a total lodestar of approximately \$29,222.00 without the use of any multiplier, which results in a negative multiplier of 0.941 when compared against the \$27,500.00 request for attorneys' fees.² A general summary showing of the pre-multiplier lodestar and the total number of hours of work performed by my firm is set forth below with a total lodestar of approximately \$29,222.00.

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Pre-Multiplier Lodestar</u>
Harout Messrelian (11 th Year Attorney)	35.75	\$500 (10 th Year Atty); \$550 (11 th Year Atty)	\$19,187.50
Maralle Messrelian (5 th Year Attorney)	28.87	\$350	\$10,034.50
Totals	64.62		\$29,222.00

True and correct copies of the time records of my firm are collectively attached as **Exhibit 5** to this declaration.

33. In addition, my firm incurred substantial costs, \$8,340.64 to date, which consist of mediator fees, data analysis fees, filing fees and attorney service fees. A true and correct summary of my firm's costs and expenses incurred to date is attached as **Exhibit 6** to this declaration. I will make detailed copies of such records available to the Court for *in camera* inspection upon its request. As the evidence submitted herewith shows, all of these costs are documented and reasonably incurred. Accordingly, they warrant the Court's approval.

34. My previous experience in litigating wage and hour actions also supports the

²The negative multiplier of 0.941 is supported by California case law. Under California law, lodestar multipliers can range from 2 to 4 or even higher. See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 49; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th at p. 255; *Natural Gas Anti-Trust Cases I, II, III & IV* (Cal. Sup. Ct. 2006) 2006 WL 5377849, *4 ("This Court and numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar in awarding fees."); *In re California Indirect Purchases* (Cal. Sup. Ct. 1998) 1998 WL 1031494, *10 (citing *Wilson v. Bank of America Nat'l Trust & Sav. Ass'n.*, (Cal Sup. Ct. 1982) No. 643872 (multiplier of 10 times the hourly rate awarded) (cited in 3 Newberg & Conte, *Newberg on Class Actions*, section 1403, at 14-5 n. 21), and *Glendora Community Redevelopment Agency v. Demeter* (Cal. App. 2 Dist., 1984) 155 Cal. App. 3d 465, 479 (approving fee award 12 times estimated lodestar multiplier).

1 reasonableness of the fee request. Based on past experience with similar matter, I was able to
2 evaluate the strengths and weaknesses of this case and the reasonableness of the Settlement.
3 Because it is reasonable to compensate me commensurate with my skill, reputation, and
4 experience, attorney's fees of approximately one-third of the Gross Settlement Amount is
5 reasonable. Likewise, the caliber and experience of opposing counsel in labor and employment
6 litigation, Jenn Protas of Hoge Fenton, also supports the fairness and reasonableness of the
7 requested fee award.

8 35. Attached hereto as **Exhibit 7** is a true and correct copy of the biography page for
9 Jenn Protas from the Hoge Fenton website. She defended this case.

10 36. Plaintiff reiterates his request that the Court award his counsel one third of the
11 recovery as attorney fees. The award of attorney's fees sought is justified by the contingency
12 nature of the attorney-client relationship, my experience in litigating wage and hour cases, the
13 number of attorney and staff hours my firm has spent on this lawsuit, the high caliber of defense
14 counsel, the risks of non-payment and non-reimbursement, the delay in payment and cost
15 reimbursement, and the great results Plaintiff's Counsel has achieved for the Aggrieved
16 Employees.

17 ***Settlement Administration Costs***

18 37. With regard to the settlement administration costs provision, it is reasonable.
19 Before agreeing to Phoenix Class Action Administration Solutions ("Phoenix"), the parties
20 sought and reviewed bids from other reputable third-party administrator and Phoenix's bid was
21 the lowest.

22 A. ILYM Group, Inc.= \$9,581.95

23 B. CPT Group, Inc. = \$7,750.00; and

24 C. Phoenix Class Action Administration Solution = \$ 5,500.00.

25 A true and correct copy of the bid from ILYM Group Inc. is attached hereto as **Exhibit 8**. A true
26 and correct copy of the bid from CPT Group, Inc. is attached hereto as **Exhibit 9**. A true and
27 correct copy of the bid from Phoenix Class Action Administration Solutions is attached hereto
28 as **Exhibit 10**. Thus, settlement administration costs provision should be given approval.

38. Furthermore, the Declaration of Michael E. Moore with attached exhibits, filed under separate cover, sets forth Phoenix's qualifications and costs to administer the settlement. *See generally* Declaration of Michael E. Moore. Thus, the settlement administration costs provision should be given approval.

Plaintiff's Individual Settlement

39. Plaintiff negotiated an individual settlement agreement separate from the PAGA Settlement. The parties agreed that the consideration Plaintiff received pursuant to the individual settlement agreement was to settle his individual wage and hour claims and wrongful termination claims.

40. Defendant employed Plaintiff from May 15, 2021 through August 6, 2021. An analysis of Plaintiff's time records revealed a meal period violation rate of 20.37%. Based on this information, I estimated Plaintiff's individual wage and hour claims to be approximately \$6,298.20. This amount consists of the following items: \$231.00 in unpaid rest period premium wages, \$231.00 in unpaid meal period premium wages, \$46.20 in interest, \$750.00 in pay stub penalties, and \$5,040 in waiting time penalties. Attached hereto as **Exhibit 11** is a true and correct copy of my damages analysis for Plaintiff's individual wage and hour claims.

41. Plaintiff also alleged claims against Defendants for retaliation and wrongful termination based on his complaints to the head chef about his racially offensive comments (the head chef was a white male and Plaintiff is a Latino male) and improper food preparation. *See generally* Declaration of David Xiqui Vasquez.

42. As part of this confidential agreement, Plaintiff also provided Defendants with a general release of all claims, whether known or unknown, including unknown claims covered by Civil Code Section 1542. Plaintiff has no conflict of interest with the absent Aggrieved Employees and is adequate to represent the Aggrieved Employees. Plaintiff has maintained contact with my office and helped me gather information and evidence to prove the alleged claims and has agreed to remain involved as a PAGA representative even if the Court does not approve the Settlement. While Plaintiff and I believe that Plaintiff's individual settlement has no bearing on his adequacy as a PAGA Representative, he is willing to present that Settlement

1 to the Court *in camera* for review if the Court requests. It represents a fair resolution for
2 Plaintiff's individual wage and hour claims and claims for wrongful termination. *See generally*
3 Declaration of David Xiqui Vasquez.

4 43. The PAGA statute does not forbid service awards. Courts frequently award them
5 in PAGA-only cases as well. *See Mancini v. W. & S. Life Ins. Co.* (S.D. Cal. Sept.18, 2018),
6 2018 WL 4489590, at *2 (approving an incentive award of \$5,000 to named plaintiff in a PAGA-
7 only settlement); *see also Kinney v. Harvest Al Mgmt. Sub LLC*, (E.D. Cal. Sept. 6, 2013) 2013
8 WL 12415482, at *2 (awarding an incentive award of \$3,000 to a named plaintiff in a PAGA-
9 only settlement). The work Plaintiff has done on this case includes hiring my firm, speaking
10 with our office on many occasions by phone, explaining what his employment at Province was
11 like, explaining what his employment at Province had in common with other employees who
12 worked for Province, explaining his claims to me and my staff, attending a full day of mediation,
13 and communicating with me and my staff about the settlement agreement and related
14 documents. Despite this, Plaintiff is **not** asking for a service award for his involvement and the
15 time he spent assisting my firm with the PAGA action. *See generally* Declaration of David Xiqui
16 Vasquez.

17 ***Notice of Settlement to the LWDA***

18 44. Pursuant to Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the Settlement
19 with the LWDA at the same time the Settlement is being filed with the Court. True and correct
20 copies of Plaintiff's submission with the LWDA and the confirmation email are collectively
21 attached as **Exhibit 12** to this declaration.

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

24 Executed on September 27, 2022, at Glendale, California.

25
26 
27 HAROUT MESSRELIAN,
28 Declarant

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AND RELEASE AGREEMENT

David Xiqui Vasquez v. The Province LLC; Paul Reddick
Santa Clara County Superior Court

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be memorialized by and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendants The Province, LLC and Paul Reddick (collectively “Defendants”) and Plaintiff David Xiqui Vasquez (“Plaintiff”), for himself and on behalf of the State of California, (Defendants and Plaintiff as defined herein, are sometimes collectively referred to as the “Parties.”) Subject to the Court’s subsequent approval of the Settlement, this Agreement shall be effective once fully executed by the Parties.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendants to pay the total sum of Eighty Two Thousand, Five Hundred and Zero Cents (\$82,500.00) for settlement of the Action (as defined below), which shall be fully inclusive to resolve the Action, including but not limited to Plaintiff’s Counsel’s attorneys’ fees and costs and the settlement administrator’s fees.

Article I.

Definitions.

Section 1.01 **Definitions.**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Action” shall refer to Plaintiff’s lawsuit, which will be filed after execution of this

Agreement, entitled *David Xiqui Vasquez v. The Province, LLC*, Santa Clara County Superior Court Case No. 22CV397541 .

- (b) “Aggrieved Employees” is defined as all current and former hourly or non-exempt employees who worked for Defendants in California at any time during the Release Period (as defined herein).
- (c) “Court” means the Superior Court for the State of California, Santa Clara County.
- (d) “Counsel for Defendants” is:

Jenn Protas, Esq.
Hoge Fenton
55 South Market St., Suite 900
San Jose, CA 95113
Phone: 408-947-2435
Email: Jenn.Protas@hogefenton.com

- (e) “Effective Date” means the date the Court has signed an order approving the motion or joint stipulation of settlement for approval of this PAGA Settlement, and enters an order thereon.
- (f) “Gross Settlement Amount” refers to the total maximum sum of Eighty Two Thousand, Five Hundred and Zero Cents (\$82,500.00), which shall be paid by Defendant to fund the Settlement, and from which all settlement payments for the Net Settlement Amount, Court approved attorneys’ fees and costs, and Settlement Administration Costs shall be paid.
- (g) “Net Settlement Amount” means the total sum available for payment of PAGA penalties to the Aggrieved Employees and the LWDA after deducting Plaintiff’s Counsel’s fees and costs, and costs of administration, collectively referenced in Section 3.01(a-d), from the Gross Settlement Amount.
- (h) “Plaintiff’s Counsel” is:

Harout Messrelian, Esq.
Messrelian Law Inc.
500 N Central Avenue
Glendale, CA
Tel. (818) 484-6531

Fax. (818) 956-1983
Email: hm@messrelianlaw.com

- (i) “Release Period” means October 14, 2020 through April 19, 2022.
- (j) “Released Claims” means any and all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA that arose during the Release Period, that were alleged or pled in the Action or that could have been alleged or pled based on the facts alleged in the Action, including but not limited to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime and/or double time wages owed; (c) failure to pay all overtime and/or double time wages owed at the correct rate(s) of pay due to bonus payments, incentive compensation, or otherwise; (d) failure to provide compliant meal periods, and premium pay for non-compliant meal periods; (e) failure to authorize and permit complaint rest periods, and provide premium pay for non-complaint rest periods; (f) failure to provide accurate, itemized wage statements and/or otherwise maintain accurate records; (g) failure to timely pay wages during employment and/or upon separation of employment; (h) failure to indemnify and/or reimburse for all reasonable and necessary business expenses; (i) all claims for PAGA penalties for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above, including failure to pay sick pay and provide Worker’s Compensation coverage; and (j) all other claims under the Private Attorneys General Act that were or could have been premised on the facts, claims, causes of action or legal theories described above pursuant to the IWC Wage Order(s) and/or California Labor Code, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, and 3700.5.
- (k) “Released Parties” means Defendants and each of their parents, subsidiaries and related entities (namely, Smoking Pig BBQ Company, LLC), owners, officers, directors, shareholders, persons, employees, including but not limited to agents, servants,

representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present owners, officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees, as well as any individual or entity that could be jointly liable with Defendants for any of the Released Claims.

- (l) “Settlement Administrator” refers to Phoenix Settlement Administrators.
- (m) “Settlement” or “Agreement” refers to the settlement of the PAGA claim reached by the Parties of the Action, as set forth herein.

Article II.

Background.

Section 2.01 Background.

- (a) On October 14, 2021, Plaintiff mailed Defendants and the Labor Workforce Development Agency notice of alleged Labor Code and IWC Wage Order(s) violations that allegedly subjected Defendants to penalties under PAGA.
- (b) Subsequently, the Parties engaged in an extensive investigation that included an exchange of applicable policy documents, key data points regarding the size and makeup of the putative group, and a significant sampling of employee time and pay records.
- (c) The Parties attended a private mediation on April 19, 2022, with private mediator Judge Jamie Jacobs-May, which resulted in a settlement that was accepted by the Parties that day. Pursuant to the agreement of the Parties at mediation, Plaintiff is to file a lawsuit alleging one cause of action for PAGA penalties in order to gain approval of the PAGA settlement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Allocation of the Gross Settlement Amount.

The Parties will cooperate in obtaining through written stipulation or unopposed motion or *ex parte* application, if required, an Order from the Court approving the payment of the Gross Settlement Amount as follows:

(a) Plaintiff's Attorneys' Fees. Plaintiff's Counsel may request and be paid up to 33 1/3% of the Gross Settlement Amount or Twenty-Seven Thousand, Five Hundred Dollars (\$27,500.00) for attorneys' fees ("Plaintiff's Attorneys' Fees.") If Plaintiff's counsel's request for 33 1/3% of the Gross Settlement Amount is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to the Aggrieved Employees. Defendants agree not to oppose a fee request by Plaintiff's counsel in the foregoing amount.

(b) Litigation Costs. Plaintiff's Counsel may request up to Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount as reimbursement for actual expenses incurred in the Action ("Litigation Costs.") If Plaintiff's counsel's request for reimbursement of Litigation Costs is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to Aggrieved Employees. Defendants agree not to oppose a request for reimbursement of Litigation Costs not exceeding the foregoing amount.

(c) Administration Costs. Plaintiff's Counsel may request up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of the Gross Settlement Amount as payment to the Settlement Administrator for costs incurred by the Settlement Administrator in connection with the Settlement, including mailing of the Notice of PAGA Settlement described herein ("Settlement Administration Costs"). To the extent the Settlement Administration Expenses exceed this amount, they shall be paid from the Gross Settlement Amount; to the extent they fall below this amount, they shall be included in the Net Settlement Amount to be paid to the Aggrieved Employees.

(d) Net Settlement Amount. The Net Settlement Amount shall be determined by

deducting Plaintiff's Attorney's Fees, Litigation Costs, and Settlement Administration Costs as set forth in section 3.01(a), (b), and (c) from the Gross Settlement Amount. The Net Settlement Amount shall be distributed as set forth below in section 3.04(b).

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

Section 3.02 Court Approval.

The Parties will seek the Court's approval of the PAGA settlement, and the payment of penalties as described in this Agreement by way of a stipulation or unopposed motion or *ex parte* application to be filed by Plaintiff's Counsel or as directed by the Court. Pursuant to California Labor Code section 2699(l)(2) and as required under PAGA, Plaintiff also will submit a copy of this Agreement to the Labor and Workforce Development Agency at the same time it is submitted to the Court. The Court's approval of the payment of the Gross Settlement Amount as described in this Agreement shall be embodied in a written Order.

Section 3.03 Notice to Aggrieved Employees.

(a) Notice. Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than ten (10) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees (hereinafter the "Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name in separate columns for each Aggrieved Employee; the last known home address for each Aggrieved Employee; each Aggrieved Employee's social security number, and each Aggrieved Employee's respective number of pay periods worked for

Defendants during the Release Period based on Defendants' records.

- (2) The Settlement Administrator shall utilize the United States National Change of Address ("NCOA") database and also perform an *Accurint* or similar skip tracing process to determine the best most recent addresses for the Aggrieved Employees prior to mailing the notices and settlement checks.
- (3) No later than ten (10) calendar days after Defendants provide the Aggrieved Employees List and deposits the Gross Settlement Amount (see below for timing) with the Settlement Administrator, the Settlement Administrator shall mail the Notice of PAGA Settlement (attached hereto as **Exhibit "A"**) together with a settlement payment to all Aggrieved Employees by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the Notice and settlement check no later than ten (10) days following receipt of the undeliverable Notice.

Section 3.04 Settlement Payment Procedures.

- (a) Deposit of Gross Settlement Amount with Settlement Administrator.

No later than thirty (30) calendar days after the Effective Date, Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator.

- (b) PAGA Payments.

The total sum available for payment of PAGA penalties (the "Net Settlement Amount") shall be calculated by deducting Plaintiff's Attorneys' Fees, Litigation Costs, and Settlement

Administration Costs, collectively referenced in Section 3.01(a), (b), and (c) from the Gross Settlement Amount.

The Net Settlement Amount will be subdivided as follows: 75% of the payment will be paid to the Labor and Workforce Development Agency and 25% will be paid to Aggrieved Employees. The 25% of the Net Settlement Amount payable to the Aggrieved Employees will be divided among the Aggrieved Employees based on the following formula:

Twenty-Five Percent of the Net Settlement Amount shall be divided by the total pay periods worked for Defendants by all Aggrieved Employees during the Release Period to yield the “Employee Settlement Share Value.” Each Aggrieved Employee shall be paid their individual total pay periods worked for Defendants during the Release Period multiplied by the Employee Settlement Share Value.

All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Any settlement checks remaining uncashed after one hundred eighty (180) days shall cause that Aggrieved Employee’s payment to be distributed to Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 et seq., for the benefit of that Aggrieved Employee. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code section 384, as the entire Net Settlement will be paid out to Aggrieved Employee. Therefore, Defendants will not be required to pay any interest on said amount. In the event that an Aggrieved Employee’s Individual Settlement Payment is distributed to the Controller of the State of California, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee.

(a) Plaintiff's Attorneys' Fees and Litigation Costs.

No later than Forty-Five (45) days after the Effective Date, the Settlement Administrator shall pay the court approved Plaintiff's Attorneys' Fees and Litigation Costs to Plaintiff's Counsel.

Any Plaintiff's Attorneys' Fees or Litigation Costs awarded to Plaintiff's Counsel by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts include, without limitation, all time and expenses expended by Plaintiff's Counsel in defending the Settlement and securing Approval of the Agreement (including any appeals therein). There will be no additional charge of any kind to the Aggrieved Employees or request for additional consideration from Defendant for such work. This amount shall include all attorneys' fees, litigation costs, and expenses for which Plaintiff and Plaintiff's Counsel could claim under any legal theory whatsoever.

(b) Settlement Administrator Expenses.

Upon completion of the Settlement Administrator's duties under the Agreement, the Settlement Administrator shall pay itself its actual costs in administering the settlement, up to the amount allocated to it for Settlement Administration Expenses.

Section 3.05 Order Approving Settlement and Judgment.

Plaintiff and Defendants will jointly submit, with the documents asking the Court to approve the settlement and this Agreement, an order based on the Settlement to be entered by the Court granting approval of the PAGA penalties and retaining jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the terms of this Agreement and closing the case after submission of proof by the administrator of the payment of all funds enumerated in the Settlement.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

Defendants deny liability for any claims alleged by Plaintiff on his own behalf or on behalf of the State of California and any of its agencies, including but not limited to the Department of Industrial Relations, Division of Labor Standards Enforcement, and Labor Workforce and Development Agency, and the Aggrieved Employees upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Action.

Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement.

None of the documents produced or created by Plaintiff or Aggrieved Employees in connection with the claims or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute,

ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement and to secure its approval by the Court.

Section 4.03 Nullification.

- (a) If the Court should for any reason refuse to approve the payment of PAGA penalties as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) If the Court does not approve the payment of PAGA penalties as described in this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree on a resolution, the Parties agree to seek the assistance of mediator Judge Jacobs-May to resolve any disputes.
- (c) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Plaintiff's and Aggrieved Employees' Release of PAGA Claims

Upon the final approval by the Court of this Settlement, Plaintiff and each Aggrieved Employee, shall, for the Release Period, fully release and forever discharge Defendants and their

present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, including any individual or entity that are alleged to be or could be jointly liable with Defendants (the foregoing are collectively referred to hereafter as the “Releasees”) from the Released Claims. In event Defendants fail to deposit the Gross Settlement Amount with the Settlement Administrator, this Release and Waiver of Claims shall not become effective.

Miscellaneous Provisions.

Section 5.02 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 5.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff and Defendants who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff’s Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 5.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 5.06 Entire Agreement.

This Agreement and the individual settlement agreement contain the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement and the individual settlement agreement supersede all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 5.07 Waiver of Compliance.

Any failure of any Party, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 5.08 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A scanned or faxed signature shall be valid as an original signature. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 5.09 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendants and Plaintiff shall each bear their own attorney's fees and costs.

Section 5.10 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 Defendants' counsel 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 Court. Except as expressly provided herein and the individual settlement agreement, 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 laws 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 Santa Clara. The foregoing is only limited to disputes concerning this Agreement and in no way limits or negates the enforceability and effect of any underlying arbitration agreements. Plaintiff, on his own behalf and on behalf of the Aggrieved Employees, and Defendants 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.

Section 5.11 Fair Settlement

Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiation, taking into account all relevant factors, current

and potential, and is consistent with public policy, and fully complies with applicable law.

Section 5.12 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 5.13 Waiver of Appeals.

The Parties waive all appeals from the Court's approval of the PAGA penalties, unless the Court materially modifies the settlement and/or the PAGA penalties.

Section 5.14 Continuing Jurisdiction.

The Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligations of this Agreement.

Section 5.15

Article VII.

Publicity

Section 7.01 Publicity.

Plaintiff and his counsel agree that they have not and will not publish the Agreement. In response to any inquiries Plaintiff will state that "the case was resolved and it was resolved confidentially." Plaintiff's Counsel shall not report the Agreement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Agreement or its content. However, Plaintiff's attorneys are authorized to make disclosures to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure

is limited to court filings and electronic submission of settlement documents to the LWDA and neither Plaintiffs nor their counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date(s) set forth below.

[Signature Page to Follow]

APPROVED AND ACCEPTED.

Dated: _____, 2022

By: *David Xiqui*
David Xiqui (Sep 2, 2022 10:11 PDT)
David Xiqui Vasquez

Dated: _____, 2022

The Province, LLC

By: _____
Printed Name: Paul Reddick
Title: Owner/CEO, on behalf of himself
individually and on behalf of The Province, LLC

APPROVED AND ACCEPTED.

Dated: _____, 2022

By: _____
David Xiqui Vasquez

Dated: 9-22-2022, 2022

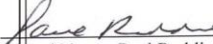
The Province, LLC
By: 
Printed Name: Paul Reddick
Title: Owner/CEO, on behalf of himself
individually and on behalf of The Province, LLC

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT

David Xiqui Vasquez v. The Province LLC, et al.

(Superior Court of California, Santa Clara County, Case No. 22CV397541)

Phoenix Class Action Administration Solutions

[]

[]

Telephone: []

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName»

«LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) (“the Action”). The plaintiff in the lawsuit is David Xiqui Vasquez (“Plaintiff”) and the defendants are The Province, LLC and Paul Reddick (collectively “Defendants”). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all current and former hourly or non-exempt employees who worked for Defendants in California at any time during the Release Period (October 14, 2020 through April 19, 2022) (“Aggrieved Employees”).

It is important to note that Defendants deny all claims and allegations in the Action, deny that they owe any penalties, and assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the case and the Court has approved the settlement and release of claims. By settling the Action, Defendants are not admitting that they have done anything wrong.

The Settlement resolves any and all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA that arose during the Release Period, that were alleged or pled in the Action or that could have been alleged or pled based on the facts alleged in the Action, including but not limited to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime and/or double time wages owed; (c) failure to pay all overtime and/or double time wages owed at the correct rate(s) of pay due to bonus payments, incentive compensation, or otherwise; (d) failure to provide compliant meal periods, and premium pay for non-compliant meal periods; (e) failure to authorize and permit complaint rest periods, and provide premium pay for non-complaint rest periods; (f) failure to provide accurate, itemized wage statements and/or otherwise maintain accurate records; (g) failure to timely pay wages during employment and/or upon separation of employment; (h) failure to indemnify and/or reimburse for all reasonable and necessary business expenses; (i) all claims for PAGA penalties for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above, including failure to pay sick pay and provide Worker’s Compensation coverage; and (j) all other claims under the Private Attorneys General Act that were or could have

been premised on the facts, claims, causes of action or legal theories described above pursuant to the IWC Wage Order(s) and/or California Labor Code, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, and 3700.5 (“Released Claims”) against the Released Parties. The “Released Parties” are Defendants and each of their parents, subsidiaries and related entities (namely, Smoking Pig BBQ Company, LLC), owners, officers, directors, shareholders, persons, employees, including but not limited to agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present owners, officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees, as well as any individual or entity that could be jointly liable with Defendants for any of the Released Claims.

By Order dated _____, the Superior Court of the State of California, Santa Clara County approved the Settlement of the PAGA claims.

According to the Defendants’ records, you are an Aggrieved Employee and therefore entitled to a share of the settlement based upon the Court approved allocation. **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.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to **Phoenix Class Action Administration Solutions** (the Settlement Administrator) using the contact information at the top of this correspondence.

NOTICE OF PAGA SETTLEMENT

PHOENIX ID: <<PHOENIX ID>>

EXHIBIT 3



VIA ELECTRONIC FILING

October 14, 2021

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

THE PROVINCE LLC
PAUL REDDICK
2466 WOODLAND AVE
SAN JOSE, CA 95128

DAVID XIQUI VASQUEZ v. THE PROVINCE LLC; PAUL REDDICK

RE: PRIVATE ATTORNEYS GENERAL ACT NOTICE

To Whom It May Concern:

Please be informed that our client, Mr. David Xiqui Vasquez (hereinafter “our client” or “Mr. Vasquez”) seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid employees (“aggrieved employees”) who worked for THE PROVINCE LLC and PAUL REDDICK (hereinafter collectively “PROVINCE”) at any of their California locations during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same. PAUL REDDICK is being included in this PAGA notice pursuant to Labor Code Section 558.1 as he is the managing agent and owner of THE PROVINCE LLC and was personally involved in the day-to-day operations of the restaurant and personally controlled the wages, hours, and working conditions of our client and other similarly situated aggrieved employees.

Mr. Vasquez started working for THE PROVINCE LLC on or around May 2021 as a kitchen cook. His employment ended on or around August 7, 2021. During his employment tenure, Mr. Vasquez was classified as an hourly, non-exempt employee and his latest rate of pay was \$21/hour.

It is our position that PROVINCE has committed the following labor code violations against Mr. Vasquez and other hourly, non-exempt employees:

PROVINCE did not provide Mr. Vasquez and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate her and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and



1197.1. Mr. Vasquez and others were not paid for all hours worked and consistently worked “off the clock”. This is so because PROVINCE had a policy of rounding down hours worked by employees, which led to time shaving and resulted in Mr. Vasquez and others not receiving wages for all hours worked. Moreover, Mr. Vasquez and others consistently worked through their meal periods, but they were not compensated for that time, which would be akin to a minimum wage violation. Moreover, there were occasions wherein Mr. Vasquez was about to go home after clocking out but was asked to come back and work due to the restaurant being short-staffed. Mr. Vasquez did in fact work several hours but it was “off the clock” and he did not get any compensation whatsoever for those hours.

Due to the above “off the clock” violations and as a matter of company policy, PROVINCE violated Labor Code §510 because it failed to pay our client and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Mr. Vasquez’s and others’ “off the clock” work and the time spent working while clocked out for a meal break entitled them to overtime compensation, however, they were not paid the correct and accurate amount of overtime.

PROVINCE violated Labor Code § 226.7 along with Industrial Welfare Commission Wage Order no. 5 because it failed to provide our client and other similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. PROVINCE did not completely relieve our client of all duty during said rest periods. PROVINCE did not pay to our client one additional hour of pay at our client’s regular rate of compensation for each workday that one or more statutory rest periods was not provided. Rest breaks were not authorized or enforced at either restaurant. In fact, it was not part of PROVINCE’s culture for employees such as Mr. Vasquez and others to take at least one 10-minute rest break every day wherein they are relieved of all work duties. The latter was due to understaffing of employees as there was no way Mr. Vasquez or others were going to be able to take a ten-minute, uninterrupted rest break. Additionally, Mr. Vasquez did not have anyone to cover him for any rest break and as such he had to work continuously through his shift.

PROVINCE also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission Wage Order No. 5 because it failed to provide our client and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. PROVINCE did not completely relieve our client of all duties during said meal periods. PROVINCE did not pay to our client one additional hour of pay at our client’s regular rate of compensation for each workday that one or more statutory meal periods was not provided. For the same reasons as listed above for rest periods, Mr. Vasquez and others did not receive statutory, timely meal periods during their employment. As was the case with rest periods, meal breaks were definitively not part of the PROVINCE’s culture. The meal periods were not authorized and were not enforced. Moreover, if Mr. Vasquez was fortunate enough to receive a meal, it would often be after the 5th hour worked. In addition, most of the time, Mr. Vasquez would be asked to clock out and then continue working through his meal period due to the fast-paced nature of the restaurant business. The latter was commonplace and happened a majority of the time. It was accepted as part of the culture at PROVINCE.



Furthermore, during the relevant time period, PROVINCE failed to pay our client and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums. PROVINCE was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, all hours worked, tips earned, gross wages earned, net wages earned, all deductions, premium payments for meal and rest breaks, the correct legal name and address of the employing entity, the beginning and end of the pay period, all applicable hourly rates, and all identifying employee information, among other items. As such, PROVINCE did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

PROVINCE violated Labor Code § 203 because it willfully failed to pay our client and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked including minimum wages and overtime compensation, and premiums for the missed meal and rest breaks.

During the relevant time period, PROVINCE also failed to keep accurate and complete payroll records showing the actual hours worked per day (including the time for meal periods) and the wages paid to our client and other aggrieved employees pursuant to California Labor Code sections 1174(d).

Moreover, Mr. Vasquez and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by PROVINCE. These costs include, but are not limited to, employees paying for their uniforms. Accordingly, PROVINCE was in violation of California Labor Code sections 2800 and 2802.

Moreover, PROVINCE failed to provide sick pay pursuant to Labor Code sections 232 and 246 and also failed to provide Worker's Compensation coverage for Mr. Vasquez and other aggrieved employees in violation of Labor Code Section 3700.5.

Please note that Mr. Vasquez would also have arguments for wrongful termination in violation of public policy.

Each of the aforementioned violations, except the Labor Code section 226(a) violations, is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3.



MESSRELIAN LAW
ATTORNEYS AT LAW

500 N. Central Avenue, Suite 840
Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by PROVINCE.

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you in advance for your attention to this matter.

Very Truly Yours,

Harout Messrelian, Esq.

EXHIBIT 4

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (SB# 272020)

hm@messrelianlaw.com

Maralle Messrelian, Esq., Of Counsel (SB#316974)

maralle@messrelianlaw.com

500 N. Central Ave., Suite 840

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Attorneys for Plaintiff,

DAVID XIQUI VASQUEZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)**

22CV397541

DAVID XIQUI VASQUEZ,

Case No.:

Plaintiff,

COMPLAINT FOR DAMAGES FOR:

vs.

**1) PRIVATE ATTORNEYS
GENERAL ACT ("PAGA");**

THE PROVINCE LLC, PAUL REDDICK; and
DOES 1 to 25, inclusive,

Defendants.

COMES NOW, Plaintiff, DAVID XIQUI VASQUEZ (hereafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Santa Clara in this judicial district because Defendants THE PROVINCE LLC, PAUL REDDICK, and DOES 1 to 25, inclusive , do business in the County of Santa Clara and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Santa Clara is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Santa Clara, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant THE PROVINCE LLC is and was a California limited liability company, doing business in Santa Clara County, California, and which employed Plaintiff.

4. Defendant PAUL REDDICK is a citizen of California based on Plaintiff's information and belief.

5. In relevant part, Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

6. Plaintiff is informed and believes and thereon alleges that PAUL REDDICK is a natural person and an owner, director, officer, and/or managing agent of Defendant THE PROVINCE LLC, who directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (as defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees

1 for his violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7, and
2 the Wage Order (no. 5) pursuant to Labor Code section 558.1. THE PROVINCE LLC and PAUL
3 REDDICK are hereinafter collectively referred to as “PROVINCE” or “Defendants.”

4 7. The “Aggrieved Employees” are all current and former hourly or non-exempt
5 employees who worked for Defendants in California at any time during the Release Period
6 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
7 General Act of 2004 (“PAGA”). The Release Period means October 14, 2020 through April 19,
8 2022.

9 8. Plaintiff is ignorant of the true names and capacities, whether individual,
10 corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so
11 Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the
12 DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner
13 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
14 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
15 and capacities of these fictitiously named defendants.

16 9. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis
17 of that information and belief, alleges that at all times herein mentioned, each of the remaining
18 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
19 under the authority of their agency, employment, or representative capacity, with the consent of
20 his/her codefendants.

21 **GENERAL ALLEGATIONS**

22 10. Plaintiff started working for THE PROVINCE LLC on or around May 2021
23 as a kitchen cook. Plaintiff’s employment ended on or around August 6, 2021. During his
24 employment tenure Plaintiff was classified as an hourly, non-exempt employee and his latest rate
25 of pay was \$21/hour.

26 11. It is Plaintiff’s position that PROVINCE has committed the following labor code
27 violations against Plaintiff and other similarly situated Aggrieved Employees.

28 12. PROVINCE did not provide Plaintiff and other similarly situated Aggrieved

1 Employees with the minimum wages to which they were entitled for all work performed and did
2 not compensate him and others for all hours worked pursuant to California Labor Code sections
3 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and consistently
4 worked “off the clock”. This is so because PROVINCE had a policy of rounding down hours
5 worked by employees, which led to time shaving and resulted in Plaintiff and others not receiving
6 wages for all hours worked. Moreover, Plaintiff and others consistently worked through their meal
7 periods, but they were not compensated for that time, which would be akin to a minimum wage
8 violation. Moreover, there were occasions wherein Plaintiff was about to go home after clocking
9 out but was asked to come back and work due to the restaurant being short-staffed. Plaintiff did
10 in fact work several hours but it was “off the clock” and he did not get any compensation
11 whatsoever for those hours.

12 13. Due to the above “off the clock” violations and as a matter of company policy,
13 PROVINCE violated Labor Code §510 because it failed to pay Plaintiff and other similarly
14 situated Aggrieved Employees overtime, even though they worked more than 8 hours per day, 12
15 hours per day, and/or 40 hours per week throughout their employment. Plaintiff’s and others’ “off
16 the clock” work and the time spent working while clocked out for a meal break entitled them to
17 overtime compensation, however, they were not paid the correct and accurate amount of overtime.

18 14. PROVINCE violated Labor Code § 226.7 along with Industrial Welfare
19 Commission Wage Order no. 5 because it failed to provide Plaintiff and other similarly situated
20 Aggrieved Employees 10-minute rest periods for every four hours of work, or majority portion
21 thereof, throughout their employment. PROVINCE did not completely relieve Plaintiff of all
22 duty during said rest periods. PROVINCE did not pay to Plaintiff one additional hour of pay at
23 Plaintiff’s regular rate of compensation for each workday that one or more statutory rest periods
24 was not provided. Rest breaks were not authorized or enforced at either restaurant. In fact, it was
25 not part of PROVINCE’s culture for employees such as Plaintiff and others to take at least one
26 10-minute rest break every day wherein they are relieved of all work duties. The latter was due to
27 understaffing of employees as there was no way Plaintiff or others were going to be able to take
28 a ten-minute, uninterrupted rest break. Additionally, Plaintiff did not have anyone to cover him

1 for any rest break and as such he had to work continuously through his shift.

2 15. PROVINCE also violated Labor Code §§ 512 and 226.7 along with Industrial
3 Welfare Commission Wage Order No. 5 because it failed to provide Plaintiff and other similarly
4 situated Aggrieved Employees the requisite 30-minute, uninterrupted meal periods for every five
5 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
6 periods. PROVINCE did not completely relieve Plaintiff of all duties during said meal periods.
7 PROVINCE did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of
8 compensation for each workday that one or more statutory meal periods was not provided. For
9 the same reasons as listed above for rest periods, Plaintiff and others did not receive statutory,
10 timely meal periods during their employment. As was the case with rest periods, meal breaks were
11 definitively not part of the PROVINCE's culture. The meal periods were not authorized and were
12 not enforced. Moreover, if Plaintiff was fortunate enough to receive a meal, it would often be
13 after the 5th hour worked. In addition, most of the time, Plaintiff would be asked to clock out and
14 then continue working through his meal period due to the fast-paced nature of the restaurant
15 business. The latter was commonplace and happened a majority of the time. It was accepted as
16 part of the culture at PROVINCE.

17 16. Furthermore, during the relevant time period, PROVINCE failed to pay Plaintiff
18 and other similarly situated Aggrieved Employees all wages due to them within any time period
19 specified by California Labor Code section 204, including the minimum wages and overtime as
20 described above as well as meal/rest break premiums. PROVINCE was also in violation of
21 California Labor Code section 226(a) by failing to include pertinent information on the wage
22 statements, including but not limited to, all hours worked, tips earned, gross wages earned, net
23 wages earned, all deductions, premium payments for meal and rest breaks, the correct legal name
24 and address of the employing entity, the beginning and end of the pay period, all applicable hourly
25 rates, and all identifying employee information, among other items. As such, PROVINCE did not
26 provide Plaintiff and other similarly situated Aggrieved Employees with complete, accurate
27 itemized wage statements.

28 17. PROVINCE violated Labor Code § 203 because it willfully failed to pay Plaintiff

1 and other similarly situated Aggrieved Employees earned and due wages upon separation of
2 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
3 These earned but unpaid wages include compensation for all hours worked including minimum
4 wages and overtime compensation, and premiums for the missed meal and rest breaks.

5 18. During the relevant time period, PROVINCE also failed to keep accurate
6 and complete payroll records showing the actual hours worked per day (including the time for
7 meal periods) and the wages paid to our client and other Aggrieved Employees pursuant to
8 California Labor Code sections 1174(d).

9 19. Moreover, Plaintiff and other Aggrieved Employees incurred necessary, business-
10 related expenses and costs that were not reimbursed by PROVINCE. These costs include, but are
11 not limited to, employees paying for their uniforms. Accordingly, PROVINCE was in violation
12 of California Labor Code sections 2800 and 2802.

13 20. Moreover, PROVINCE failed to provide sick pay pursuant to Labor Code sections
14 232 and 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other
15 Aggrieved employees in violation of Labor Code Section 3700.5.

16 **FIRST (AND ONLY) CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **Representative Claim for PAGA penalties under California Labor Code sections 201, 202,**
19 **203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5,**
20 **1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, 3700.5, and the applicable**
21 **Industrial Welfare Commission Wage Order No. 5-2001**

22 **(Against All Named Defendants and all DOE Defendants)**

23 21. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 20, inclusive, of this Complaint as though fully set forth herein.

25 22. Pursuant to law, Plaintiff provided the required written notice to the California
26 Labor & Workforce Development Agency (LWDA) and Defendants of the specific violations of
27 the California Labor Code that Defendants and DOE defendants have violated and continue to
28 violate.

29 23. Pursuant to California Labor code section 2699.3, no response was received from
the LWDA within 65 days of the postmark date of the above-alleged letter.

1 24. Plaintiff therefore has exhausted all administrative remedies required of him under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
3 of action and pursue penalties in a representative action for Defendants' violations of the Labor
4 Code.

5 25. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
6 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
7 departments, divisions, commissions, boards, agencies, or employees for violation of the code
8 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
9 on behalf of himself or herself and other current or former employees pursuant to the procedures
10 specified in California Labor Code section 2699.3.

11 26. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the
12 alleged violator and had one or more of the alleged violations committed against him, and
13 therefore is properly suited to represent the interests of other current and former hourly, non-
14 exempt employees who worked for PROVINCE in the State of California during the Release
15 Period.

16 27. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
17 penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations
18 of numerous provisions of the California Labor Code as alleged in this Complaint.

19 28. Plaintiff therefore has exhausted all administrative remedies required of him under
20 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
21 of action and pursue penalties in a representative action for Defendants' violations of the Labor
22 Code.

23 29. California Labor Code section 2699 et seq. imposes penalties upon culpable
24 Defendants for violating the Labor Code.

25 30. California Labor Code section 558 establishes a civil penalty as follows: Any
26 employer or other person action on behalf of an employer who violates, or causes to be violated,
27 a section of this chapter or any provision regulating hours and days of work in any order of the
28 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage

Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid ...;

31. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages under this particular cause of action.

32. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, and 3700.5 and any other Labor Codes and Wage Orders (including no. 5) violated on the facts alleged in this Complaint.

33. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved Employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as follows:

1. For the imposition of civil penalties;
2. For maximum civil penalties available under Labor Code Section 2699 against Defendants in a manner and amount authorized by that statute, as described more particularly in the Complaint and representative PAGA claims.
3. For all costs and disbursements incurred in this suit;
4. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and

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5. For such other and further relief as this Court may deem proper.

Respectfully submitted,

MESSRELIAN LAW INC.

Dated: May 2, 2022

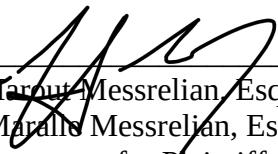
By 
Harout Messrelian, Esq.
Marallo Messrelian, Esq., Of Counsel
Attorneys for Plaintiff, DAVID XIQUI
VASQUEZ

EXHIBIT 5

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
10/4/2021	Harout Messrelian	Sent email to secretary to call client after receiving lead	0.1	\$500.00	10th year	\$50.00
10/4/2021	Harout Messrelian	Read email response from secretary re: connecting with client	0.1	\$500.00	10th year	\$50.00
10/4/2021	Harout Messrelian	Sent follow up email to secretary re: following up with client	0.1	\$500.00	10th year	\$50.00
10/4/2021	Harout Messrelian	Read response from secretary with some details regarding client's allegations	0.1	\$500.00	10th year	\$50.00
10/4/2021	Harout Messrelian	Sent email to secretary to obtain paystubs from client	0.1	\$500.00	10th year	\$50.00
10/4/2021	Harout Messrelian	Read email from secretary re: client's pay stubs	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Read email from secretary with attached client intake document	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Sent email to secretary re: printing client intake	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Read email from secretary re: printing client intake	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Reviewed client intake sheet	0.2	\$500.00	10th year	\$100.00
10/5/2021	Harout Messrelian	Read email from legal assistant re: reviewing intake	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Sent email to legal assistant re: reviewing intake	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Read email from legal assistant to secretary re: getting client's pay stubs	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Read email from secretary re: following up with client for paystubs	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Sent email to legal assistant and secretary re: interest in taking case	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Read email from secretary re: connecting with client	0.1	\$500.00	10th year	\$50.00
10/5/2021	Harout Messrelian	Received and reviewed client paystub and sent email to legal assistant	0.2	\$500.00	10th year	\$100.00
10/6/2021	Harout Messrelian	Sent email to secretary re: sending client a retainer agreement	0.1	\$500.00	10th year	\$50.00
10/6/2021	Harout Messrelian	Read email from secretary re: client's contact information and email address	0.1	\$500.00	10th year	\$50.00
10/6/2021	Harout Messrelian	Sent email to secretary and legal assistant re: potential additional claims	0.1	\$500.00	10th year	\$50.00
10/6/2021	Harout Messrelian	Read email from legal assistant re: sending retainer to client	0.1	\$500.00	10th year	\$50.00
10/6/2021	Harout Messrelian	Read email from legal assistant re: sending retainer to client	0.1	\$500.00	10th year	\$50.00
10/6/2021	Harout Messrelian	Read email from secretary re: sending client retainer agreement	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Read email from legal assistant to secretary re: connecting with client about retainer agreement	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Read email from secretary re: client's questions about retainer agreement	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Read email from legal assistant re: client's questions about retainer agreement	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Read email from secretary re: following up with client about retainer questions	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Read email from legal assistant re: following up with client about retainer questions	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Read email from legal assistant re: client's text messages to office	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Read email from secretary re: client's text messages to office	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Received email with client's signed retainer	0.1	\$500.00	10th year	\$50.00
10/8/2021	Harout Messrelian	Forwarded client's signed retainer to secretary for preparation of new file	0.1	\$500.00	10th year	\$50.00
10/11/2021	Harout Messrelian	Read email from secretary re: making new file	0.1	\$500.00	10th year	\$50.00
10/14/2021	Harout Messrelian	Researched Defendant on CA secretary of state website and also conducted PAGA/class search	0.4	\$500.00	10th year	\$200.00
10/14/2021	Harout Messrelian	Drafted and filed PAGA notice on-line and drafted request for client's personnel file/pay records	0.9	\$500.00	10th year	\$450.00
10/14/2021	Harout Messrelian	Prepared PAGA notice for certified mailing	0.1	\$500.00	10th year	\$50.00

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
10/14/2021	Harout Messrelian	Received email from LWDA re: conformation of filing PAGA notice	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Read email from legal assistant re: client's text messages to office	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Read email from secretary re: client's text messages to office	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Read email from secretary re: client's text messages to office	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Read email from legal secretary re: confirming client's paystubs are in file	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Read email from secretary regarding client sending paystubs in October 2022	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Read email from legal assistant re: making sure paystubs are placed in electronic file	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Sent email to legal assistant re: client's paystubs	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Read email from legal assistant re: client sending pay stubs directly to legal assistant	0.1	\$500.00	10th year	\$50.00
11/3/2021	Harout Messrelian	Read email from secretary re: client sending pay stubs directly to legal assistant	0.1	\$500.00	10th year	\$50.00
11/4/2021	Harout Messrelian	Read email from defense counsel Maysa Saeed re: representation of Defendant and with attached payroll records	0.1	\$500.00	10th year	\$50.00
11/4/2021	Harout Messrelian	Forwarded email from defense counsel to legal assistant	0.1	\$500.00	10th year	\$50.00
11/12/2021	Harout Messrelian	Read email from defense counsel with attached Plaintiff's personnel records and also request to set up telephonic meet and confer re: early resolution	0.1	\$500.00	10th year	\$50.00
11/12/2021	Harout Messrelian	Sent email to legal assistant to set up time to discuss with defense counsel	0.1	\$500.00	10th year	\$50.00
11/19/2021	Harout Messrelian	Read email from legal assistant to defense counsel re: setting up telephone call	0.1	\$500.00	(10th year)	\$50.00
11/19/2021	Harout Messrelian	Read email from defense counsel re: speaking over telephone at 4pm	0.1	\$500.00	10th year	\$50.00
11/19/2021	Harout Messrelian	Read email from legal assistant to defense counsel re: setting up telephone meeting at 4pm	0.1	\$500.00	10th year	\$50.00
11/19/2021	Harout Messrelian	Read/received email re: calendar entry for telephone call with defense counsel Maysa Saeed	0.1	\$500.00	10th year	\$50.00
11/19/2021	Harout Messrelian	Forwarded calendar entry email to legal assistant	0.1	\$500.00	10th year	\$50.00
11/19/2021	Harout Messrelian	Reviewed Plaintiff's personnel file and pay records	0.4	\$500.00	10th year	\$200.00
11/19/2021	Harout Messrelian	Telephone call with defense counsel re: case	0.3	\$500.00	10th year	\$150.00
11/30/2021	Harout Messrelian	Reviewed Defendants' 10 page letter to LWDA in response to Plaintiff's PAGA notice	0.5	\$500.00	10th year	\$250.00
11/30/2021	Harout Messrelian	Sent email to defense counsel with list of informal discovery (information/documents) for purposes of mediation/early resolution	0.2	\$500.00	10th year	\$100.00
12/9/2021	Harout Messrelian	Sent follow up email to defense counsel re: status of informal discovery responses	0.1	\$500.00	10th year	\$50.00
12/9/2021	Harout Messrelian	Read email from defense counsel re: status of informal discovery responses	0.1	\$500.00	10th year	\$50.00
12/17/2021	Harout Messrelian	Read email from defense counsel re: producing informal discovery and re: Defendant's informal requests to Plaintiff	0.2	\$500.00	10th year	\$100.00
12/20/2021	Harout Messrelian	Read email from legal assistant to secretary re: getting informal information and documents from Plaintiff	0.1	\$500.00	10th year	\$50.00
12/20/2021	Harout Messrelian	Read email from legal assistant to defense counsel re: getting informal information/documents from Plaintiff	0.1	\$500.00	10th year	\$50.00
12/20/2021	Harout Messrelian	Read email from defense counsel re: informal information/document requests to Plaintiff	0.1	\$500.00	10th year	\$50.00
12/21/2021	Harout Messrelian	Read email from secretary re: getting informal information from client	0.1	\$500.00	10th year	\$50.00
12/21/2021	Harout Messrelian	Read email from secretary re: getting informal information from client	0.1	\$500.00	10th year	\$50.00

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
12/21/2021	Harout Messrelian	Read email from legal assistant to secretary re: getting informal information from client	0.1	\$500.00	10th year	\$50.00
12/21/2021	Harout Messrelian	Read email from secretary to legal assistant re: getting informal information from client	0.1	\$500.00	10th year	\$50.00
12/31/2021	Harout Messrelian	Read email from legal assistant to secretary re: following up with client about informal information	0.1	\$500.00	10th year	\$50.00
12/31/2021	Harout Messrelian	Read email from secretary to legal assistant re: following up with client about informal information	0.1	\$500.00	10th year	\$50.00
1/2/2022	Harout Messrelian	Read email from legal assistant to secretary re: following up with client about informal information	0.1	\$550.00	11th year	\$55.00
1/13/2022	Harout Messrelian	Read email from legal assistant to secretary re: following up with client about informal information	0.1	\$550.00	11th year	\$55.00
1/13/2022	Harout Messrelian	Read email from secretary to legal assistant re: following up with client about informal information	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from defense counsel regarding Plaintiff's informal information/documents	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from legal assistant to defense counsel for more time to provide Plaintiff's informal information	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from legal assistant to secretary re: getting a hold of Plaintiff to get informal information	0.1	\$550.00	11th year	\$55.00
14-Jan	Harout Messrelian	Read email from legal assistant to secretary re: getting a hold of Plaintiff to get informal information	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Sent email to legal assistant and secretary re: getting informal information from Plaintiff	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from secretary re: trying to get a hold of client today	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from legal assistant to secretary re: getting a hold of Plaintiff	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from legal assistant re: deadline to provide Plaintiff's informal information/documents	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Sent email to legal assistant re: deadline to provide Plaintiff's informal information/documents	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from secretary re: following up with client	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from secretary re: following up with client	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from legal assistant that connected with Plaintiff re: informal information	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from secretary re: legal assistant connecting with Plaintiff	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from defense counsel re: setting deadline for informal production for both sides and request for mediator name proposals	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Sent email to defense counsel with several mediator names	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Read email from legal assistant re: informal information provided by Plaintiff re: allegations	0.1	\$550.00	11th year	\$55.00
1/14/2022	Harout Messrelian	Sent email to legal assistant re: informal information provided by Plaintiff re: allegations	0.1	\$550.00	11th year	\$55.00
1/27/2022	Harout Messrelian	Read email from defense counsel proposing mediator Hon. Jamie Jacobs-May (ret.)	0.1	\$550.00	11th year	\$55.00
1/27/2022	Harout Messrelian	Sent email to defense counsel re: her proposal of mediator Jacobs-May	0.1	\$550.00	11th year	\$55.00
1/27/2022	Harout Messrelian	Sent email to defense counsel agreeing to mediator Jacobs-May	0.1	\$550.00	11th year	\$55.00

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
2/1/2022	Harout Messrelian	Read email from defense counsel Jenn Protas with dates of availability for mediator Jacobs-May	0.1	\$550.00	11th year	\$55.00
2/1/2022	Harout Messrelian	Read email from legal assistant to defense counsel re: Plaintiff's dates of availability for mediation	0.1	\$550.00	11th year	\$55.00
2/3/2022	Harout Messrelian	Sent email to legal assistant re: securing mediation date	0.1	\$550.00	11th year	\$55.00
2/3/2022	Harout Messrelian	Read email from legal assistant to defense counsel re: selecting mediation date	0.1	\$550.00	11th year	\$55.00
2/8/2022	Harout Messrelian	Read email from defense counsel selecting 4/19/22 as mediation date	0.1	\$550.00	11th year	\$55.00
2/8/2022	Harout Messrelian	Read email from legal assistant to JAMS re: case caption and service for mediation	0.1	\$550.00	11th year	\$55.00
2/8/2022	Harout Messrelian	Read email from defense counsel re: corrected service list for mediation	0.1	\$550.00	11th year	\$55.00
3/1/2022	Harout Messrelian	Sent email to legal assistant re: further information from client prior to mediation	0.1	\$550.00	11th year	\$55.00
3/2/2022	Harout Messrelian	Read email from legal assistant re: informal information provided by Plaintiff prior to mediation	0.1	\$550.00	11th year	\$55.00
3/4/2022	Harout Messrelian	Read email from defense counsel with requested informal information/documents prior to mediation	0.1	\$550.00	11th year	\$55.00
3/4/2022	Harout Messrelian	Sent email to legal assistant to send defense documents to expert data analyst for review	0.1	\$550.00	11th year	\$55.00
3/4/2022	Harout Messrelian	Sent email to defense counsel with informal information provided by Plaintiff prior to mediation	0.1	\$550.00	11th year	\$55.00
3/11/2022	Harout Messrelian	Read email from defense counsel meeting and conferring re: Plaintiff's provided informal information	0.1	\$550.00	11th year	\$55.00
3/11/2022	Harout Messrelian	Sent email to legal assistant re: obtaining additional information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/11/2022	Harout Messrelian	Read email from legal assistant re: obtaining additional information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/14/2022	Harout Messrelian	Read email from legal assistant re: obtaining additional information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/15/2022	Harout Messrelian	Read email from legal assistant re: obtaining additional information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/15/2022	Harout Messrelian	Sent email to legal assistant re: obtaining additional information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/16/2022	Harout Messrelian	Read email from legal assistant re: obtaining additional information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/16/2022	Harout Messrelian	Sent email to legal assistant re: obtaining additional information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/16/2022	Harout Messrelian	Read email from legal assistant re: obtaining additional information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/16/2022	Harout Messrelian	Read email from legal assistant with additional information provided by Plaintiff	0.1	\$550.00	11th year	\$55.00
3/16/2022	Harout Messrelian	Sent email to defense counsel with additional requested information from Plaintiff per Defendant's meet and confer	0.1	\$550.00	11th year	\$55.00
3/24/2022	Harout Messrelian	Read email from JAMS re: DocuSign for mediation	0.1	\$550.00	11th year	\$55.00
3/24/2022	Harout Messrelian	Reviewed and signed mediation document via DocuSign	0.1	\$550.00	11th year	\$55.00
3/30/2022	Harout Messrelian	Read email from JAMS re: mediation cancellation	0.1	\$550.00	11th year	\$55.00
3/30/2022	Harout Messrelian	Forwarded email from JAMS re: mediation cancellation protocol to legal assistant	0.1	\$550.00	11th year	\$55.00

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
3/31/2022	Harout Messrelian	Read email from legal assistant to JAMS re: mediation	0.1	\$550.00	11th year	\$55.00
4/4/2022	Harout Messrelian	Read email from JAMS re: mediation invoice with attached mediation fees invoice	0.1	\$550.00	11th year	\$55.00
4/4/2022	Harout Messrelian	Read email from JAMS re: mediation invoice with attached mediation fees invoice	0.1	\$550.00	11th year	\$55.00
4/4/2022	Harout Messrelian	Read email from legal assistant re: mediation invoice/deposit	0.1	\$550.00	11th year	\$55.00
4/4/2022	Harout Messrelian	Sent email to legal assistant re: mediation invoice	0.1	\$550.00	11th year	\$55.00
4/4/2022	Harout Messrelian	Read email from legal assistant re: mediation invoice receipt	0.1	\$550.00	11th year	\$55.00
4/4/2022	Harout Messrelian	Sent email to legal assistant re: mediation invoice receipt	0.1	\$550.00	11th year	\$55.00
4/4/2022	Harout Messrelian	Read email from legal assistant re: mediation invoice receipt	0.1	\$550.00	11th year	\$55.00
4/5/2022	Harout Messrelian	Read email from JAMS re: attendee list for mediation	0.1	\$550.00	11th year	\$55.00
4/6/2022	Harout Messrelian	Read email from legal assistant to JAMS regarding setting up a call with mediator prior to mediation	0.1	\$550.00	11th year	\$55.00
4/6/2022	Harout Messrelian	Read email from JAMS re: setting up a call with mediator	0.1	\$550.00	11th year	\$55.00
4/6/2022	Harout Messrelian	Read email from legal assistant to JAMS re: setting up call with mediator	0.1	\$550.00	11th year	\$55.00
4/6/2022	Harout Messrelian	Sent email to legal assistant re: setting up a call with mediator prior to mediation	0.1	\$550.00	11th year	\$55.00
4/11/2022	Harout Messrelian	Read email from defense counsel regarding setting up a call to get additional information prior to mediation	0.1	\$550.00	11th year	\$55.00
4/11/2022	Harout Messrelian	Read email from JAMS re: mediation attendee list	0.1	\$550.00	11th year	\$55.00
4/12/2022	Harout Messrelian	Read email notification from JAMS re: Defendant's mediation brief being posted	0.1	\$550.00	11th year	\$55.00
4/12/2022	Harout Messrelian	Read email from legal assistant to defense counsel re: scheduling meet and confer call	0.1	\$550.00	11th year	\$55.00
4/12/2022	Harout Messrelian	Read email from JAMS re: mediation attendee list	0.1	\$550.00	11th year	\$55.00
4/12/2022	Harout Messrelian	Sent email to legal assistant re: mediation attendee list	0.1	\$550.00	11th year	\$55.00
4/12/2022	Harout Messrelian	Read email from legal assistant to me regarding Plaintiff's claims re: failure to provide worker's compensation	0.1	\$550.00	11th year	\$55.00
4/12/2022	Harout Messrelian	Sent email to legal assistant re: Plaintiff's claims re: failure to provide worker's compensation	0.1	\$550.00	11th year	\$55.00
4/12/2022	Harout Messrelian	Read email from legal assistant to JAMS re: mediation attendee list	0.1	\$550.00	11th year	\$55.00
4/13/2022	Harout Messrelian	Read email from defense counsel re: scheduling meet and confer on 4/14/22 at 4pm	0.1	\$550.00	11th year	\$55.00
4/13/2022	Harout Messrelian	Sent email to legal assistant re: calls scheduled with defense counsel and mediator	0.1	\$550.00	11th year	\$55.00
4/13/2022	Harout Messrelian	Read email from legal assistant re: calls scheduled with defense counsel and mediator	0.1	\$550.00	11th year	\$55.00
4/13/2022	Harout Messrelian	Sent email to legal assistant re: calls scheduled with defense counsel and mediator	0.1	\$550.00	11th year	\$55.00
4/13/2022	Harout Messrelian	Read email from legal assistant to JAMS re: setting up a call with mediator	0.1	\$550.00	10th year	\$55.00
4/13/2022	Harout Messrelian	Sent email to legal assistant re: scheduling mediator call	0.1	\$550.00	11th year	\$55.00
4/13/2022	Harout Messrelian	Read email from legal assistant to JAMS re: setting up mediator call	0.1	\$550.00	11th year	\$55.00
4/13/2022	Harout Messrelian	Read email from JAMS re: confirming mediator call	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Sent email to legal assistant re: data analysis for mediation	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Read email from legal assistant re: data analysis for mediation	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Read email from legal assistant re: data analysis for mediation	0.1	\$550.00	11th year	\$55.00

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
4/14/2022	Harout Messrelian	Sent email to legal assistant re: data analysis for mediation	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Read email from legal assistant re: data analysis for mediation	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Read email from JAMS re: details of call with mediator	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Sent email to JAMS with my personal contact information for mediator call	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Read email from legal assistant to data analyst re: informal discovery analysis	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Read email with calendar entry for call with defense counsel	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Read email from legal assistant to defense counsel re: calendar invite	0.1	\$550.00	11th year	\$55.00
4/14/2022	Harout Messrelian	Read email from defense counsel re: zoom link for 4/15/22 call	0.1	\$550.00	11th year	\$55.00
4/15/2022	Harout Messrelian	Telephone call with mediator in advance of mediation	0.4	\$550.00	11th year	\$220.00
4/15/2022	Harout Messrelian	Telephone call with defense counsel Jenn Protas prior to mediation	0.3	\$550.00	11th year	\$165.00
4/15/2022	Harout Messrelian	Read email from data analyst	0.1	\$550.00	11th year	\$55.00
4/15/2022	Harout Messrelian	Read email from legal assistant to data analyst	0.1	\$550.00	11th year	\$55.00
4/15/2022	Harout Messrelian	Read email from legal assistant to data analyst	0.1	\$550.00	11th year	\$55.00
4/18/2022	Harout Messrelian	Read email from data analyst with attached findings	0.1	\$550.00	11th year	\$55.00
4/18/2022	Harout Messrelian	Sent email to secretary to print attachment sent by data analyst for review	0.1	\$550.00	11th year	\$55.00
4/18/2022	Harout Messrelian	Sent email to data analyst re: pay cycle for informal discovery	0.1	\$550.00	11th year	\$55.00
4/18/2022	Harout Messrelian	Read email from data analyst re: pay cycle information and overall analysis	0.1	\$550.00	11th year	\$55.00
4/18/2022	Harout Messrelian	Read email from JAMS re: reminder about mediation with zoom link	0.1	\$550.00	11th year	\$55.00
4/18/2022	Harout Messrelian	Reviewed data analyst findings, reviewed defendant's wage and hour policies/handbook, reviewed defendant's mediation brief, prepared mediation arguments and emailed mediator in preparation of mediation	2.1	\$550.00	11th year	\$1,155.00
4/18/2022	Harout Messrelian	Prepared an excel spreadsheet re: damages model and analysis for mediation and emailed it to mediator	0.4	\$550.00	11th year	\$220.00
4/19/2022	Harout Messrelian	Read email from data analyst re: invoice for services	0.1	\$550.00	11th year	\$55.00
4/19/2022	Harout Messrelian	Read email from legal assistant to data analyst re: invoice for services	0.1	\$550.00	11th year	\$55.00
4/19/2022	Harout Messrelian	Call with client prior to mediation	0.4	\$550.00	11th year	\$220.00
4/19/2022	Harout Messrelian	All-day mediation, including finalizing settlement agreements	5.7	\$550.00	11th year	\$3,135.00
4/19/2022	Harout Messrelian	Sent email to of counsel attorney Maralle Messrelian re: settlement agreement	0.1	\$550.00	11th year	\$55.00
4/19/2022	Harout Messrelian	Read email from of counsel attorney Maralle Messrelian regarding getting administrator bids	0.1	\$550.00	11th year	\$55.00
4/19/2022	Harout Messrelian	Sent email to of counsel attorney Maralle Messrelian re: getting administrator bids	0.1	\$550.00	11th year	\$55.00
4/19/2022	Harout Messrelian	Read email from of counsel attorney Maralle Messrelian re: scope of PAGA claim	0.1	\$550.00	11th year	\$55.00
4/19/2022	Harout Messrelian	Sent email to of counsel attorney Maralle Messrelian re: scope of PAGA claim	0.1	\$550.00	11th year	\$55.00
4/19/2022	Harout Messrelian	Sent email to of counsel attorney Maralle Messrelian re: Spanish translation needed for administrator bids	0.1	\$550.00	11th year	\$55.00
4/19/2022	Harout Messrelian	Sent email to legal assistant with attached executed settlement agreements following mediation	0.1	\$550.00	11th year	\$55.00
4/19/2022	Maralle Messrelian	emails w/ HM re settlement agreement	0.1	\$350.00	5th year	\$ 35.00
4/19/2022	Maralle Messrelian	review settlement agreements	0.33	\$350.00	5th year	\$ 115.50

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
4/19/2022	Maralle Messrelian	email HM re admin bids	0.1	\$350.00	5th year	\$ 35.00
4/19/2022	Maralle Messrelian	read/reply email HM re admin bids/need for translation	0.1	\$350.00	5th year	\$ 35.00
4/19/2022	Maralle Messrelian	review case file; Draft PAGA Only Complaint and email to HM	2.00	\$350.00	5th year	\$ 700.00
4/19/2022	Maralle Messrelian	emails w/ HM re PAGA Notice to EEs	0.1	\$350.00	5th year	\$ 35.00
4/20/2022	Harout Messrelian	Reviewed draft of PAGA complaint for filing	0.4	\$550.00	11th year	\$220.00
4/20/2022	Maralle Messrelian	email Settlement Administrators for bid requests	0.17	\$350.00	5th year	\$ 59.50
4/20/2022	Maralle Messrelian	review bids from Settlement Administrators Phoenix and ILYM	0.17	\$350.00	5th year	\$ 59.50
4/21/2022	Maralle Messrelian	review bid from Settlement Administrator CPT Group	0.1	\$350.00	5th year	\$ 35.00
4/21/2022	Maralle Messrelian	reply to Settlement Administrators' emails	0.1	\$350.00	5th year	\$ 35.00
4/21/2022	Maralle Messrelian	emails w legal assistant re: bid requests	0.1	\$350.00	5th year	\$ 35.00
4/22/2022	Maralle Messrelian	read email from settlement administrator	0.1	\$350.00	5th year	\$ 35.00
4/25/2022	Harout Messrelian	Sent email to defense counsel with proposed PAGA complaint	0.2	\$550.00	11th year	\$110.00
4/25/2022	Harout Messrelian	Read email from of counsel Maralle Messrelian re: administrator bids and PAGA notice	0.1	\$550.00	11th year	\$55.00
4/25/2022	Maralle Messrelian	Finalize PAGA Only Complaint and email draft for OC	0.25	\$350.00	5th year	\$ 87.50
4/25/2022	Maralle Messrelian	email HM re status of bids and paga notice	0.1	\$350.00	5th year	\$ 35.00
4/26/2022	Harout Messrelian	Read email from legal assistant re: deadline to file PAGA complaint	0.1	\$550.00	11th year	\$55.00
4/26/2022	Harout Messrelian	Sent email to legal assistant re: filing of PAGA complaint	0.1	\$550.00	11th year	\$55.00
4/26/2022	Harout Messrelian	Read email from of counsel attorney Maralle Messrelian to defense counsel re: administrator bids from three companies	0.1	\$550.00	11th year	\$55.00
4/26/2022	Maralle Messrelian	draft PAGA Notice	0.50	\$350.00	5th year	\$ 175.00
4/26/2022	Maralle Messrelian	email OC draft PAGA Notice and administration bids for consideration	0.1	\$350.00	5th year	\$ 35.00
5/2/2022	Harout Messrelian	Read email from legal assistant to defense counsel re: PAGA complaint	0.1	\$550.00	11th year	\$55.00
5/2/2022	Harout Messrelian	Read email from defense counsel re: PAGA complaint	0.1	\$550.00	11th year	\$55.00
5/2/2022	Harout Messrelian	Sent email to defense counsel re: PAGA complaint	0.1	\$550.00	11th year	\$55.00
5/2/2022	Harout Messrelian	Read email from of counsel attorney Maralle Messrelian following up with defense counsel on administrator bids	0.1	\$550.00	11th year	\$55.00
5/2/2022	Harout Messrelian	Sent email to legal assistant with instructions to file PAGA complaint	0.1	\$550.00	11th year	\$55.00
5/2/2022	Harout Messrelian	Read email from legal assistant confirming that PAGA complaint was filed	0.1	\$550.00	11th year	\$55.00
5/2/2022	Maralle Messrelian	review email from legal assistant re status of complaint	0.1	\$350.00	5th year	\$ 35.00
5/2/2022	Maralle Messrelian	review email from OC re status of reviewing complaint	0.1	\$350.00	5th year	\$ 35.00
5/2/2022	Maralle Messrelian	review OC redlines to complaint; read HM email re filing	0.17	\$350.00	5th year	\$ 59.50
5/2/2022	Maralle Messrelian	email OC re admin bids	0.1	\$350.00	5th year	\$ 35.00
5/3/2022	Maralle Messrelian	review legal assistant email re summons/complaint/NAR	0.1	\$350.00	5th year	\$ 35.00
5/3/2022	Maralle Messrelian	review OC email re NAR	0.1	\$350.00	5th year	\$ 35.00
5/3/2022	Harout Messrelian	Read email from legal assistant serving defense counsel with PAGA complaint	0.1	\$550.00	11th year	\$55.00
5/3/2022	Harout Messrelian	Read email from legal assistant serving defense counsel with PAGA complaint	0.1	\$550.00	11th year	\$55.00
5/3/2022	Harout Messrelian	Read email from defense counsel re: accepting service of PAGA complaint	0.1	\$550.00	11th year	\$55.00
5/9/2022	Maralle Messrelian	view filed/stamped docs from Court	0.1	\$350.00	5th year	\$ 35.00
5/10/2022	Maralle Messrelian	emails w/HM re paga approval by stip vs motion	0.1	\$350.00	5th year	\$ 35.00
5/10/2022	Maralle Messrelian	call court clerk/ no answer	0.1	\$350.00	5th year	\$ 35.00
5/10/2022	Maralle Messrelian	emails w/ HM re filing as motion/filing a stip to lift stay	0.17	\$350.00	5th year	\$ 59.50

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
5/10/2022	Maralle Messrelian	review email from OC re bids and translation languages; reply to OC\	0.1	\$350.00	5th year	\$ 35.00
5/10/2022	Maralle Messrelian	email Settlement Administrators for updated bid requests to include multi language translations	0.17	\$350.00	5th year	\$ 59.50
5/10/2022	Maralle Messrelian	Email complex court clerk re information re filing stip or motion for paga approval	0.1	\$350.00	5th year	\$ 35.00
5/10/2022	Harout Messrelian	Read email from defense counsel re: translation needed for PAGA notice in 5 languages	0.1	\$550.00	11th year	\$55.00
5/10/2022	Harout Messrelian	Read email from of counsel attorney Maralle Messrelian re: administrator bids and translation	0.1	\$550.00	11th year	\$55.00
5/11/2022	Maralle Messrelian	read email from court clerk re court procedures for PAGA approval; review Guidelines provided	0.17	\$350.00	5th year	\$ 59.50
5/11/2022	Maralle Messrelian	review updataed bids from Settlement Administrators	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	reply to Settlement Administrators' emails	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	reply email to clerk; further email re need for lifting stay	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	review email from clerk	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	review email from HM	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	email court clerk re PAGA hearing dates	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	emails w legal assistant re PAGA hearing calendaring	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	compile and email revised bids and PAGA hearing info	0.17	\$350.00	5th year	\$ 59.50
5/11/2022	Maralle Messrelian	review email from OC re admin/hearing	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	reply to OC re admin selection and reserving hearing date	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	email court clerk re reserving PAGA hearing date; review confirmation	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	review legal assistant email re NAR and hearing dates	0.1	\$350.00	5th year	\$ 35.00
5/11/2022	Maralle Messrelian	legal research/review past tentative rulings re PAGA Approval Motions - Santa Clara County	0.50	\$350.00	5th year	\$ 175.00
5/11/2022	Harout Messrelian	Read email from of counsel attorney Maralle Messrelian with revised administrator bids	0.1	\$550.00	11th year	\$55.00
5/11/2022	Harout Messrelian	Read email from defense counsel agreeing to use Phoenix Settlement Administrators	0.1	\$550.00	11th year	\$55.00
5/23/2022	Harout Messrelian	Read email from legal assistant to defense counsel with notice and acknowledgement of receipt attached and notice of upcoming hearings	0.1	\$550.00	11th year	\$55.00
6/3/2022	Maralle Messrelian	review signed NARs	0.1	\$350.00	5th year	\$ 35.00
6/3/2022	Harout Messrelian	Read email from defense counsel's office with signed NAR	0.1	\$550.00	11th year	\$55.00
6/6/2022	Maralle Messrelian	email HM and legal assistant re calendaring; read emails from legal assistant re calendaring	0.17	\$350.00	5th year	\$ 59.50
6/9/2022	Maralle Messrelian	email administrator Phoenix re providing a declaration re qualifications	0.1	\$350.00	5th year	\$ 35.00
6/9/2022	Maralle Messrelian	review email from Phoenix	0.1	\$350.00	5th year	\$ 35.00
6/9/2022	Harout Messrelian	Read email from of counsel attorney Maralle Messrelian to Phoenix re decl.; read Phoenix reply email	0.1	\$550.00	11th year	\$55.00
6/13/2022	Maralle Messrelian	review Phoenix decl. and email Phoenix re executing decl.	0.17	\$350.00	5th year	\$ 59.50
6/14/2022	Maralle Messrelian	review and save final executed decl. from Phoenix	0.1	\$350.00	5th year	\$ 35.00
6/28/2022	Maralle Messrelian	review email from court clerk re advancing hearing	0.1	\$350.00	5th year	\$ 35.00
6/28/2022	Maralle Messrelian	emails w HM and legal assistant re advancing hearing	0.1	\$350.00	5th year	\$ 35.00
6/28/2022	Maralle Messrelian	review clerk confirmation email and review legal assistant email to OC re advancing hearing	0.1	\$350.00	5th year	\$ 35.00
6/28/2022	Maralle Messrelian	email HM and legal assitant re case costs	0.1	\$350.00	5th year	\$ 35.00
6/28/2022	Harout Messrelian	Read email from legal assistant to defense counsel re: PAGA approval hearing being moved to 7/27/22	0.1	\$550.00	11th year	\$55.00
6/29/2022	Maralle Messrelian	work on Motion papers; email legal assistant re client	0.5	\$350.00	5th year	\$ 175.00
6/29/2022	Maralle Messrelian	revise PAGA Notice to EEs	0.17	\$350.00	5th year	\$ 59.50

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
6/29/2022	Maralle Messrelian	email OC re: PAGA Approval Motion and revised PAGA Notice	0.1	\$350.00	5th year	\$ 35.00
6/29/2022	Maralle Messrelian	review file for costs/invoices and create costs exhibit for Motion	0.17	\$350.00	5th year	\$ 59.50
6/29/2022	Maralle Messrelian	emails w HM re summary of costs	0.1	\$350.00	5th year	\$ 35.00
6/29/2022	Harout Messrelian	Read email from of counsel attorney Maralle Messrelian to defense counsel : PAGA approval motion and PAGA notice	0.1	\$550.00	11th year	\$55.00
6/30/2022	Harout Messrelian	Read email from defense counsel to of counsel attorney Maralle Messrelian regarding PAGA approval motion and PAGA notice	0.1	\$550.00	11th year	\$55.00
6/30/2022	Maralle Messrelian	read OC email; review OC changes to PAGA Notice;	0.17	\$350.00	5th year	\$ 59.50
6/30/2022	Maralle Messrelian	review emails from legal assistant re client	0.1	\$350.00	5th year	\$ 35.00
6/30/2022	Maralle Messrelian	email OC re PAGA Notice and PAGA Motion	0.1	\$350.00	5th year	\$ 35.00
7/1/2022	Maralle Messrelian	review email from OC re PAGA Motion	0.1	\$350.00	5th year	\$ 35.00
7/1/2022	Maralle Messrelian	email HM re PAGA Motion	0.1	\$350.00	5th year	\$ 35.00
7/1/2022	Maralle Messrelian	review email from HM re PAGA Motion	0.1	\$350.00	5th year	\$ 35.00
7/1/2022	Maralle Messrelian	read/review data analysis and def's mediation brief re drafting PAGA Motion	0.50	\$350.00	5th year	\$ 175.00
7/1/2022	Maralle Messrelian	work on PAGA Motion papers	3.00	\$350.00	5th year	\$ 1,050.00
7/2/2022	Maralle Messrelian	work on PAGA Motion papers	2.50	\$350.00	5th year	\$ 875.00
7/2/2022	Maralle Messrelian	Gather and compile exhibits for PAGA Motion	1.50	\$350.00	5th year	\$ 525.00
7/3/2022	Maralle Messrelian	work on table of contents/table of authorities; finalize and proofread motion; send to HM for review	2.75	\$350.00	5th year	\$ 962.50
7/5/2022	Harout Messrelian	review PAGA Motion papers; emails with assistant re filing Motion	0.75	\$550.00	11th year	\$ 412.50
7/6/2022	Maralle Messrelian	emails w/compex clerk re: lodging individual settlement	0.1	\$350.00	5th year	\$ 35.00
7/6/2022	Maralle Messrelian	emails w/HM/legal assistant and defense counsel re emailing indiv. Settlement to clerk	0.1	\$350.00	5th year	\$ 35.00
7/6/2022	Harout Messrelian	read/reply emails from MM and legal assistant re indiv. settlement	0.1	\$550.00	11th year	\$ 55.00
7/25/2022	Maralle Messrelian	emails w legal assistant re paga mx appearance/courtcall	0.1	\$350.00	5th year	\$ 35.00
7/26/2022	Harout Messrelian	read/reply emails from MM and legal assistant re courtcall/hearing	0.1	\$550.00	11th year	\$ 55.00
7/26/2022	Maralle Messrelian	review tentative ruling	0.2	\$350.00	5th year	\$ 70.00
7/26/2022	Maralle Messrelian	emails w team and defense re tentative/intent to appear	0.1	\$350.00	5th year	\$ 35.00
7/26/2022	Maralle Messrelian	call w/ HM re tentative ruling/hearing	0.2	\$350.00	5th year	\$ 70.00
7/26/2022	Harout Messrelian	read emails from defense, MM, and legal assistant re tentative ruling	0.1	\$550.00	11th year	\$ 55.00
7/26/2022	Harout Messrelian	email legal assistant re notifying court of intent to appear	0.1	\$550.00	11th year	\$ 55.00
7/26/2022	Harout Messrelian	review tentative ruling	0.2	\$550.00	11th year	\$ 110.00
7/26/2022	Harout Messrelian	call w/ MM re tentative ruling/hearing	0.2	\$550.00	11th year	\$ 110.00
7/27/2022	Maralle Messrelian	prep for hearing; attend hearing via courtcall	0.5	\$350.00	5th year	\$ 175.00
7/30/2022	Maralle Messrelian	summarize/email hearing notes to team	0.2			0
7/31/2022	Maralle Messrelian	emails w HM and legal assistant re next steps/CMC	0.1	\$350.00	5th year	\$ 35.00
7/26/2022	Harout Messrelian	emails w team re new motion/CMC/next steps	0.1	\$550.00	11th year	\$ 55.00
8/6/2022	Maralle Messrelian	read email from OC re related entities; reply to OC email	0.1	\$350.00	5th year	\$ 35.00
8/6/2022	Maralle Messrelian	emails w OC re scheduling call	0.1	\$350.00	5th year	\$ 35.00
8/15/2022	Maralle Messrelian	call w OC re release language in settlement agreement	0.3	\$350.00	5th year	\$ 105.00
8/22/2022	Maralle Messrelian	revise settlement agreement/PAGA Notice and email redlines to HM for review	0.4	\$350.00	5th year	\$ 140.00
8/22/2022	Harout Messrelian	review MM redlines to settlement agreement and PAGA notice; read/reply emails	0.2	\$550.00	11th year	\$ 110.00
8/22/2022	Maralle Messrelian	email redline settlement agreements and PAGA Notice to OC for review	0.1	\$350.00	5th year	\$ 35.00
8/24/2022	Maralle Messrelian	read emails b/w legal assistant and OC	0.1	\$350.00	5th year	\$ 35.00
8/24/2022	Harout Messrelian	read emails b/w legal assistant and OC	0.1	\$550.00	11th year	\$ 55.00

DAVID XIQUI VASQUEZ v. THE PROVINCE - ATTORNEY WORK

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
8/30/2022	Maralle Messrelian	emails w OC re settlement agreement; finalize and email OC clean PDF settlement; email legal assistant re client signature	0.2	\$350.00	5th year	\$ 70.00
8/30/2022	Harout Messrelian	read emails from MM, OC, legal assistant	0.1	\$550.00	11th year	\$ 55.00
8/31/2022	Maralle Messrelian	emails w legal assistant re PDF file; review PDF agreements; email OC re updated version	0.2	\$350.00	5th year	\$ 70.00
8/31/2022	Harout Messrelian	read emails from MM and legal assistant re PDF settlements	0.1	\$550.00	11th year	\$ 55.00
9/2/2022	Maralle Messrelian	follow up w legal assistant re client signature	0.1	\$350.00	5th year	\$ 35.00
9/2/2022	Maralle Messrelian	call w client re signing amended settlement; email MM and assistant re resending agreement	0.2	\$350.00	5th year	\$ 70.00
9/2/2022	Harout Messrelian	read emails from MM and legal assistant re client signature	0.1	\$550.00	11th year	\$ 55.00
9/2/2022	Harout Messrelian	review signed agreement and forward to team	0.1	\$550.00	11th year	\$ 55.00
9/15/2022	Maralle Messrelian	email team re status of OC signing amended agreement; mx filing costs	0.1	\$350.00	5th year	\$ 35.00
9/18/2022	Maralle Messrelian	review assistant email re costs; update costs summary	0.1	\$350.00	5th year	\$ 35.00
9/18/2022	Harout Messrelian	review emails re costs	0.1	\$550.00	11th year	\$ 55.00
9/19/2022	Maralle Messrelian	emails w /OC re status of signatures	0.1	\$350.00	5th year	\$ 35.00
9/19/2022	Harout Messrelian	review emails re status of signatures	0.1	\$550.00	11th year	\$ 55.00
9/20/2022	Harout Messrelian	call w MM re PAGA motion	0.1	\$550.00	11th year	\$ 55.00
9/20/2022	Maralle Messrelian	call w HM re PAGA motion	0.1	\$350.00	5th year	\$ 35.00
9/20/2022	Maralle Messrelian	call w client re declaration	0.2	\$350.00	5th year	\$ 70.00
9/20/2022	Maralle Messrelian	work on PAGA motion papers and exhibits	2.8	\$350.00	5th year	\$ 980.00
9/21/2022	Maralle Messrelian	emails w assistant and HM re client decl. signature	0.1	\$350.00	5th year	\$ 35.00
9/20/2022	Harout Messrelian	fwd client signed decl. to team	0.1	\$550.00	11th year	\$ 55.00
9/21/2022	Maralle Messrelian	finalize PAGA motion papers and email to HM for review	1.00	\$350.00	5th year	\$ 350.00
9/22/2022	Harout Messrelian	review PAGA motion papers	0.5	\$550.00	11th year	\$ 275.00

TOTAL TIME SPENT:

64.62

FEE TOTAL:

\$29,222.00

FEES REQUESTED
\$27,500
MULTIPLIER
0.941

EXHIBIT 6

David Xiqui Vasquez v. The Province LLC, et al.
(Superior Court of California, Santa Clara County, Case No. 22CV397541)

Messrelian Law Inc. Costs and Expenses	Total
LWDA Notice Filing Fee	\$ 75.00
Data Analyst for Mediation	\$ 950.00
Filing Fees and Attorney Service e-Filing Fees	\$ 1,495.04
Mediator Fees	\$ 5,475.00
7/5/2022 Motion for PAGA Approval Filing Fees	\$ 78.80
Court Call for 7/27/2022 Motion Hearing	\$ 94.00
9/27/2022 Motion for PAGA Approval Filing Fees (estimate same as prior mx)	\$ 78.80
Scheduled Court Call for 10/19/2022 Motion Hearing	\$ 94.00
Current Costs through 9/27/2022	\$8,340.64

EXHIBIT 7

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JENN PROTAS

SHAREHOLDER

55 South Market Street, Suite 900
San Jose, CA 95113-2324

+1 408-947-2435 direct
jenn.protas@hoggefenton.com

PRACTICE OVERVIEW

Jenn Protas helps employers navigate California's numerous employment laws and defends employers with an eye toward successful, yet cost-effective resolution. Jenn builds relationships with her clients to better understand their businesses and provide counsel on a range of subjects, including employee leave issues, personnel management, hiring, terminations, and wage and hour practices. In addition, Jenn has substantial experience drafting employer policies, handbooks, confidentiality and nondisclosure agreements (NDAs), incentive compensation agreements, separation agreements, and settlement agreements.

Jenn also defends employers on matters related to wage and hour law, wrongful termination, harassment, discrimination, and retaliation in single-plaintiff litigation, Private Attorney General Act actions, and/or class actions. Her practice also includes housing discrimination matters, and business litigation.

Jenn is a frequent public speaker and regularly presents seminars and trainings on such employment issues as: annual legal updates, complex leave issues, complying with California wage and hour law, and effective employee management. She also provides legally-mandated harassment prevention trainings and fair housing trainings at clients' sites.

REPRESENTATIVE MATTERS

- Reached a successful, early resolution of a threatened class and PAGA wage and hour action resulting in settlement with the former employee for only \$10,000.
- Defended employers in several class action and/or PAGA claims.
- Advised staffing industry clients regarding the affect of California employment laws to their industry, including pay history, final wages, and harassment prevention trainings
- Successfully challenged \$6.37 million tax assessment on the issue of whether taxicab drivers were employees or independent contractors in a seven-day hearing before the California Unemployment Insurance Appeals Board
- Successfully opposed petitions for writs of mandate to the Sixth District Court of Appeal and petition for review to the California Supreme Court
- Obtained through mediation favorable results in claims involving discrimination, harassment, retaliation, wrongful termination, wage and hour violations, PAGA allegations, assault and battery, and various other allegations
- Defended businesses in court and before administrative agencies against wage and hour claims for overtime, meal and rest periods, and penalties
- Obtained summary judgment and successfully defended judgment on appeal

PROFESSIONAL ACTIVITIES

Jenn is an At-Large Board Member of the National LGBT Bar Association and a member of the Judicial Appointments Committee. She also serves on the board of The Friends of Levitt Pavilion San Jose in the role of Secretary. Jenn is a former board member of the Santa Clara County Employer Advisory Council (EAC).

Jenn is also an active member of the Santa Clara County Bar Association. She served as co-chair to the Judiciary.

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PROFESSIONAL ACTIVITIES CONT.

Committee from 2019-2020. Jenn previously chaired the Diversity Committee in 2012 and served from 2010-2019 in addition to co-chairing the LGBT Committee from 2009-2010. She has also served on the Executive Committee, Board of Trustees, Finance Committee, Law-Related Education Committee, Civil Practice Committee, and the Employment Law Section.

Jenn is a member of the Asian Pacific American Bar Association of Silicon Valley.

She participated for four years in the Future Vision mentoring program at Lincoln High School in San Jose and coached the Mountain View High School mock trial team.

Jenn is a member of the Society for Human Resource Management (SHRM).

PRACTICE AREAS

Employment Law
Litigation and Dispute Resolution

EDUCATION

J.D., University of the Pacific, McGeorge School of Law, *with distinction*, Order of the Coif (top 10%)
B.A., English and Creative Writing, The University of Arizona, *summa cum laude* with honors

ADMISSIONS

California
U.S. District Court, Central, Eastern, & Northern Districts of California
United States Supreme Court

AWARDS

In 2018, Jenn was honored by the National LGBT Bar Association as one of the Best LGBT Attorneys Under 40. She was also recognized for her commitment to advancing inclusion and diversity in the legal profession by the Santa Clara County Bar Association with the 2018 Diversity Award. Jenn was honored by the Santa Clara County Bar Association's Diversity Committee as one of the recipients of the Unsung Heroes Award in 2013. She was also selected as the Santa Clara County Bar Association's 2011 Barrister of the Year.

She was named "Northern California Super Lawyer" in 2018, 2019, 2020 and 2021. Each year, no more than five percent of the lawyers in the state are selected by the research team at Super Lawyers to receive this honor. Prior to that, Jenn was named Northern California Rising Star in 2016 and 2017. Each year, no more than 2.5 percent of the lawyers in the state are selected by the research team at Super Lawyers to receive this honor.



SPEAKING ENGAGEMENTS AND PUBLICATIONS

- Co-Presenter, *2022 Annual Employment Law Update*, January 11, 2022
- Presenter, *Business Essentials: Creating a Bully-Free Work Environment*, August 24, 2021
- Co-Presenter, *Reopening California - What Employers Need to Know*, June 16, 2021
- Interviewee, *County Requires Employers to Check Worker's Vaccination Status*, Daily Journal, May 26, 2021
- Author, *Ascertaining Vaccinations Status: Can and Must Employers Do So?*, May 25, 2021
- Co-Author, *Employers Beware! Wage & Hour Violations Can Lead to Steep Penalties*, May 19, 2021
- Co-Presenter, *Hiring: First Impressions Matter...and So Does Not Getting Sued*, April 7, 2021
- Author, *So You Were Copied on an LWDA Letter - What Do You Do?*, April 6, 2021
- Author, *Employers Must Pay COBRA Premiums Now, Reimbursable by Tax Credit Later*, March 29, 2021
- Co-Author, *New COVID-19 Stimulus Bill's Impact on FFCRA and CA SPSL*, December 28, 2020

SPEAKING ENGAGEMENTS AND PUBLICATIONS CONT.

- Co-Presenter, [2021 Annual Employment Law Update](#), December 15, 2020
- Co-Author, [New Cal/OSHA Regulations Effective November 30th](#), November 25, 2020
- Co-Presenter, [Election Outcomes and Actions to Take](#), November 12, 2020
- Co-Presenter, [Employee Lawsuits on the Rise: What You Can Do](#), September 23, 2020
- Author, [California Significantly Expands Coverage Under the CRFA](#), September 21, 2020
- Co-Presenter, [LGBTQ+ Workplace Harassment: Assessing, Investigating, and Litigating Sexual Orientation and Gender Identity-Based Bias in States with Protective Laws](#), May 27, 2020
- Author, [How, When, and If to Bring Employees Back to Work](#), May 26, 2020
- Co-Presenter, [Managing a Remote Workforce](#), May 20, 2020
- Co-Presenter, [Your COVID-19 Funding & Employment Questions Answered](#), April 23, 2020
- Co-Presenter, [The FFRCA and CARES Act Update](#), April 7, 2020
- Co-Presenter, [COVID-19 Coping Strategies and Insight for Small & Medium-Sized Businesses](#), March 27, 2020
- Co-Presenter, [New Paid Leave Benefits For Employees](#), March 20, 2020
- Co-Presenter, [2020 Annual Employment Law Update: The Year in Review & Preview](#), January 15, 16, 21, 2020
- Author, [AB5 Challenge Cites Arbitrary Exceptions](#), Daily Journal, January 3, 2020
- Co-Presenter, [Employment Law Seminar: Bullying in the Workplace](#), October 16, 17, 2019
- Co-Presenter, [Breaking the Myth of Binary Sex and Gender: Intersex and Nonbinary People in the Legal System and Employment Context](#), October 7, 2019
- Co-Presenter, [High-Risk Employees: Avoiding Pitfalls and Protecting the Company](#), May 15, 16, 2019
- Co-Presenter, [2019 Annual Employment Law Update: The Year in Review and Preview](#), January 29-31, 2019
- Co-Presenter, [Employment Law Seminar: Successfully Employing and Managing a Mobile Workforce](#), September 11 & 12, 2018
- Co-Presenter, [Employment Law Seminar: Small Mistakes, Major Consequences...Let's Hit Rewind](#), May 31 & June 1, 2018
- Co-Author, [California Adopts New Test for Determining Independent Contractor Classifications](#), May 8, 2018
- Quoted, [Get Ready for 2018: California Trends Put HR in the Spotlight](#), January 10, 2018
- Co-Author, [What California Hiring Managers Need to Know About California's New Compensation History Law](#), January, 2018
- Co-Presenter, [2018 Annual Employment Law Update: The Year in Review and Preview](#), January 17, 18, 24, 2018
- Co-Presenter, [Social Media, Marijuana, and Privacy: How Your Employees' Off-Duty Conduct Can Affect Your Business](#), September 27, 28, 2017
- Author, [California Supreme Court Clarifies "Day of Rest" Rules](#), May 16, 2017
- Co-Presenter, [Setting Employees Up To Succeed...and \(Safely\) Breaking Up With Those Who Don't](#), April 26, 27, 2017
- Presenter, [The Year in Review and Preview – 2017 Employment Law Update](#), March 8, 2017
- Co-Presenter, [Finally, A Wage & Hour Seminar...It's About Time](#), February 28, 2017
- Co-Presenter, [The Year in Review and Preview – 2017 Employment Law Update](#), January 10, 17, 19, 2017
- Co-Presenter, [Successfully Closing the Deal: Navigating the Employment Issues in M&A Deals](#), October 27, 2016
- Co-Presenter, [Advanced Leaves of Absence](#), October 11, 2016
- Co-Presenter, [Finally, A Wage & Hour Seminar It's About Time](#), September 27-28, 2016
- Presenter, [Diversity in the Workplace and Elimination of Bias](#), July 8, 2016
- Co-Presenter, [Leaves of Absence: Understanding the Complexities of CA and Federal Leave Laws](#), May 17, 2016
- Co-Presenter, [Fair Housing](#), February 2016
- Co-Presenter, [Do We Live in a Post-Bias World?](#), January 22, 2016
- Co-Presenter, [The Year in Review and Preview – 2016 Employment Law Update](#), January 12-13, 26, 2016
- Co-Presenter, [Employers: what are the top 5 employment law updates for 2015?](#), April 23, 2015
- Presenter, [Advanced Leaves of Absence: the Interaction between FMLA, CFRA, the ADA and Other Important Laws](#), November 17 and 19, 2015
- Co-Presenter, [The Internet Was Yesterday: Where is your Business Today and Where is it Going Tomorrow?](#), October 27 and 29, 2015
- Co-Presenter, [The Year in Review and Preview – 2015 Annual Employment Law Update](#), January 28-29, 2015
- Co-Presenter, [2014 Annual Employment Law Update](#), January 22-23, 2014
- Author, [Update on California's New Paid Sick Leave Law](#), August 18, 2015

SPEAKING ENGAGEMENTS AND PUBLICATIONS CONT.

- Author, [Employment Law Update: California's New Paid Sick Leave Law](#), July 10, 2015
- Author, [Employer Alert: Changes in Hiring and Compensating Employees](#), June 27, 2014
- Author, "Divesting from *The Apartheid of the Closet*: Toward an Enriched Legal Discourse of Sexual and Gender Identity" (2007) 38 McGeorge L.Rev. 571

EXHIBIT 8

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Vasquez, David Xiqui vs The Province, LLC.

Requesting Attorneys Name:

Maralle Messrelian

E-Mail:

maralle@messrelianlaw.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroup.com

ASSUMPTIONS

Total Number of Aggrieved Employees	125
Certified Spanish, Cambodian, Tagalog & Vietnamese Translation	Yes
Case Duration (Years)	1

Activity

Rate Type

Unit Cost

Volume

Amount

CASE STARTUP

Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Toll Free Phone Support	Flat Rate	\$50.00	1	\$50.00
NCOA	Flat Rate	\$35.00	1	\$35.00
Certified Spanish Translation	Flat Rate	\$750.00	1	\$750.00
Certified Tagalog Translation	Flat Rate	\$850.00	1	\$850.00
Certified Vietnamese Translation	Flat Rate	\$850.00	1	\$850.00
Certified Cambodian Translation	Flat Rate	\$850.00	1	\$850.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in

standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$4,435.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*

Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Fulfillment of Notice & Check - (including 1099)	Per Check	\$3.50	125	\$437.50
USPS First Class Postage	Per Piece	\$0.97	125	\$121.25
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$5.00	13	\$62.50
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,250.00	1	\$1,250.00

*Additional Bank fees may apply

Subtotal \$3,946.25

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds to State Controller	Flat Rate	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,200.00

Will Not Exceed: \$9,581.25

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, 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 ILYM 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 ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence 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.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, 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.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto 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 waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

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.

EXHIBIT 9

Case Name: Vasquez v The Province, LLC

Date: **May 10, 2022**

PAGA Disbursement Only

Requesting Attorney: **Maralle Messrelian**

* Aggrieved Employees: **125**

Plaintiff or Defense: **Plaintiff**

Postage Total: **\$98.03**

Firm Name: **Messrelian Law Inc.**

Grand Total: **\$11,387.43**

Telephone: **(818) 484-6531**

***** DISCOUNTED FLAT FEE: \$7,750.00**

Email: maralle@messrelianlaw.com

* This number is an estimate provided by counsel. If the actual number is different, our cost estimate will change accordingly.

Case Setup

Case Setup / Data Management / Create a Unified Mailing List / NCOA / TFN Establish, Setup & Support / Spanish, Cambodian, Tagalog & Vietnamese Translation

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Project Manager	\$95.00	1	\$95.00
System Programming/Data Base Setup	\$150.00	1	\$150.00
Project Manager-Notice Format	\$95.00	1	\$95.00
NCOA	\$150.00	1	\$150.00
Call Center Support	\$3.00	25	\$75.00
Spanish Translation	\$500.00	1	\$500.00
Cambodian, Tagalog & Vietnamese Translation	\$800.00	3	\$2,400.00
Total			\$3,465.00

* Up to 120 days after disbursement

SSN Verification

Verify SSN for Validity with IRS / IRS Backup Withholdings

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming for SSN Selection	\$150.00	1	\$150.00
Project Manager	\$95.00	3	\$285.00
SSN Verification	\$0.20	125	\$25.00
Total			\$460.00

Disbursement

Calculations / Data Management / Create & Manage QSF / Print & Mail Notice, Checks/1099's

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming Database-Calculate Totals	\$150.00	2	\$300.00
Project Supervisor Review of Distribution	\$150.00	3	\$450.00
Project Manager-Correspond w/Attorney	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming/Setup & Printing of Checks	\$150.00	3	\$450.00
Print Mail Notice, Checks & 1099	\$3.00	125	\$375.00
Estimated Postage (up to 1 oz.)	\$0.58	125	\$72.50
Total			\$2,287.50

Post-Disbursement & Tax Reporting

Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration			
Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Re-Issue Checks as Required	\$5.00	2	\$10.00
Project Supervisor -Account Recons	\$150.00	6	\$900.00
Skip Trace	\$1.25	10	\$12.50
Remail Undeliverable Checks	\$3.00	10	\$30.00
Estimated Postage (up to 1 oz.)	\$0.58	12	\$6.96
Project Supervisor-Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming- Final Reports	\$150.00	1	\$150.00
Project Manager - Acnt Files Sent to Atty	\$150.00	1	\$150.00
Project Supervisor - Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Total			\$3,059.46

**CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement / Order / parties require(s) multiple state tax filings.*

Escheat Processing

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
UPEnterprise Reporting Services	\$0.15	26	\$3.90
Project Manager - Fall Reporting	\$95.00	2	\$190.00
Project Supervisor-Fall Reporting	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues - Winter/Spring QTR	\$5.00	3	\$13.00
1st Class Postage for Reissues	\$0.58	3	\$1.51
Project Manager - June Remittance	\$95.00	2	\$190.00
Project Supervisor- June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
Total			\$2,115.47

Grand Total: \$11,387.43

TERMS AND CONDITIONS

These Terms and Conditions are made a part of and incorporated by reference into the CPT Group, Inc. Terms and Conditions Agreement by and between Client and CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 ("CPT").

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, objections, and the like which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work product resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds

are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement, and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement, and shall promptly inform the other Parties of such breaches.
4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. **Mutual Obligations.**
- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there

is a delay, the party experiencing the delay will notify the other party as soon

other party, (ii) reasonably cooperate with the other party in such

as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) Incident Notification. Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. Qualified Settlement Fund Account. At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. Fees and Payment. Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and/or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only, and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. Term and Termination.
- a) Term. The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) Termination for Cause. Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) Bankruptcy Events. A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) Effect of Termination. Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a. Compelled Disclosure. If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the

the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or

party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

- b. Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. Intellectual Property. As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. Warranties. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. Liability.
- a. Liability Cap. EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b. Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. Miscellaneous Provisions.
- a. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and

from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third party

proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

- b. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c. Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d. Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e. Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f. Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g. No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
- h. Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT

Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i. Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l. Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m. Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n. Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
- o. Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- p. Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT 10



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

May 11, 2022

CASE ASSUMPTIONS

Class Members	125
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	125
Subtotal Admin Only	\$7,030.66

Not-to-Exceed Total \$5,500.00

For 125 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Multi Language Translation & Mailing Included

Case: Xiqui vs The Province, LLC., PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Maralle Messrelian

Firm: MESSRELIAN LAW INC.

Contact Number: 818.484.6531

Email: maralle@messrelianlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **125** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	1		\$100.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	19		\$47.50
NCOA (USPS)	\$100.00	1		\$100.00
Total				\$447.50

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage / Multi Language Translations

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Multi Language Translation	\$200.00	5		\$1,000.00
Data Merge & Duplication Scrub	\$0.09	125		\$11.25
Notice and Check Packet	\$1.10	125		\$137.50
Estimated Postage (up to 1 oz.)*	\$0.53	125		\$66.25
Total				\$1,315.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	5		\$275.00
Skip Tracing Undeliverables	\$0.75	31		\$23.44
Remail Notice Packets	\$1.00	28		\$28.25
Estimated Postage	\$0.53	28		\$14.97
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$391.66

Database Programming

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	1		\$150.00
Case Associate	\$55.00	7		\$385.00
Case Manager	\$85.00	4		\$340.00
Total				\$875.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	2		\$270.00
Check Run Setup & Printing	\$135.00	4		\$540.00
Total				\$1,445.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	3		\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.50	41		\$61.50
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	5		\$425.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	4		\$460.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$400.00	1		\$400.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Controllers Office Estimated <u>7</u> Total Class Members	\$300.00	1		\$300.00
Total				\$2,556.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$7,030.66



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 11

Case title:

David Xiqui v. The Province
Wage & Hour - Individual

Important Dates

Employment Start Date	May 15, 2021
Approximate Employment end date:	August 6, 2021

Number of Plaintiffs:	1
Total UCL Workweeks:	11.82
UCL Wage Statements:	5.91
Wage Statement Frequency:	bi-weekly
Wage Statements Per Year:	26
UCL Workdays: Actual	54
UCL Calendar days:	83
UCL Months:	2.73
Wage statements within LC sec. 226 period: Actual	8

Pay/Hours information

Hourly Rate:	\$	21.00
Overtime Rate:	\$	31.50
Doubletime Rate:	\$	42.00
Average Work Hours Per Day:		7.2
Workdays Per Week:		5.0
Workdays to Calendar Days (%):		0.71

Case title:

David Xiqui v. The Province

Page subject:

Unprovided Meal Periods

Authority:

Lab.Code §§ 226.7, 512, and 1198

Hourly Rate:	\$	21.00
Actionable workdays:		54
>>Percentage qualifying for meal periods:		100%
Violation rate (%)		20.37%
Meal Period Premium Wages	\$	231.00

Case title:

David Xiqui v. The Province

Page subject:

Unprovided Rest Periods

Authority:

Lab.Code §§ 226.7 and 1198

Hourly Rate:	\$	21.00
Actionable workdays:		54
>>Percentage qualifying for rest periods:		100%
Violation rate (%)		20.37%
Rest Period premium wages:	\$	231.00

Case title:	David Xiqui v. The Province
Page subject:	Itemized Wage Statements
Authority:	Lab.Code § 226

Number of Plaintiffs:		1
Wage statements within LC sec. 226 period:		8
Initial penalty:	\$	50.00
Subsequent penalty:	\$	100.00
Statutory wage statement penalties:	\$	750.00

Case title:	David Xiqui v. The Province
Page subject:	Waiting Time / Final Wages
Authority:	Lab.Code § 203

Number of Plaintiffs:		1
Days waiting:		30
Hourly Rate:	\$	21.00
Overtime Rate:	\$	31.50
Regular Hours Per Day:		8.00
Overtime Hours Per Day:		-
Waiting time penalties:	\$	5,040.00

Case title:	David Xiqui v. The Province
Page subject:	Totals
Authority:	Various

Restitution		Demand
Meal Period Premium Wages	\$	231.00
Rest Period premium wages:	\$	231.00
Interest	10% \$	46.20
Restitution subtotal:	\$	508.20

Penalties		
Statutory wage statement penalties:	\$	750.00
Waiting time penalties:	\$	5,040.00
Penalties subtotal:	\$	5,790.00

Grand total:	\$	6,298.20
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EXHIBIT 12