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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

14 ERASMO GOMEZ,

15 *Plaintiff,*

16 vs.

17 A-1 JAY'S MACHINING, INC.; JAMES
18 K. MACHATHIL; and DOES 1 to 25,
19 inclusive,

20 *Defendants.*

Case No.: 22CV394795

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

Action filed: February 15, 2022

Hearing Date: September 21, 2023

Hearing Time: 1:30 p.m.

Hearing Dept: 1, Hon. Sunil R. Kulkarni

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

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Erasmo Gomez (individually, "Gomez" or "Plaintiff") in his lawsuit against Defendants A-1 Jay's Machining, Inc. and James K. Machathil (collectively "Defendants" or "A-1 JAY'S").

2. I am experienced in handling employment law matters and specifically wage and hour representative and individual actions. My qualifications are as follows: I received my JD from Loyola Law School in 2010. I started my own law firm in 2011 – the Law Offices of Harout Messrelian. Since 2016, I have been the founder and principal attorney at Messrelian Law, Inc. Since 2011, I have filed and handled over 225 civil actions and/or claims involving representative actions under the Private Attorneys General Act ("PAGA") and/or wage and hour claims on behalf of my clients and have been appointed Class Counsel in three class action cases –*Zohrab Mekhitarian v. Triple Play Motors dba Bob Smith Toyota*, Los Angeles Superior Court Case No. 19STCV22411 (ADR Services, Inc., Case Number 20-2668-RWT), *Carina Camberos, on behalf of herself and others similarly situated, v. Great American Chicken Corp, Inc.*, Los Angeles Superior Court Case No. 21STCV32015, and *Robert Garcia, on behalf of himself and others similarly situated v. HD Supply Management Inc.*, San Bernardino Superior Court Case No. CIVSB2028067. I have a practice that encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the Riverside County Superior Courts, the San Bernardino County Superior Courts, the Alameda County Superior Courts, Santa Clara County Superior Courts, San Mateo County Superior Courts, and the Monterey County Superior Courts.

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

4. A true and correct copy of the Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement and Release Agreement (the "Settlement or "Agreement") is attached hereto as **Exhibit 1**. A true and correct copy of the parties agreed upon notice to the below-defined

PAGA Members (the “PAGA Notice”) is attached hereto as **Exhibit 2**.

Factual and Procedural Background

5. A-1 Jay's, headquartered in the heart of Silicon Valley in San Jose, provides precision machining and product assembly and finishing. Plaintiff first started working for A-1 Jay's in or around June 2015. Plaintiff's employment ended on or around September 15, 2021. At all times during his employment with Defendants, Plaintiff was considered an hourly, non-exempt employee.

6. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”). On November 8, 2021, Plaintiff, on behalf of himself and Defendants’ other California non-exempt hourly employees (hereafter collectively the “PAGA Members”) gave written notice by electronic service to the California Labor and Workforce Development Agency (“LWDA”) and via certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of Plaintiff’s letter to the LWDA is attached hereto as **Exhibit**

7. On February 15, 2022, Plaintiff filed a lawsuit for his individual wage and hour violations and the PAGA claim in Santa Clara County Superior Court (the “Lawsuit”). A true and correct copy of the Lawsuit is attached hereto as **Exhibit 4**. Plaintiff asserted on behalf of himself and the PAGA Members that Defendants (1) failed to pay for all hours worked, including but not limited to, minimum and overtime wages (California Labor Code sections 510, 1194, 1197, 1197.1); (2) failed to provide all required timely and duty-free meal and rest periods (California Labor Code sections 226.7 and 512); (3) failed to pay wages owed every pay period (California Labor Code section 204); (4) failed to provide accurate, itemized wage statements (California Labor Code section 226a); (5) failed to pay all wages owed at the end of employment (California Labor section 203); (6) failed to maintain accurate records (California Labor Code section 1174d); (7) failed to reimburse business expenses (California Labor Code sections 2800 and 2802); and (8) engaged in unfair competition (California B&P Code section 17200).. *Id.*

1 8. In response to Plaintiff's assertions, Defendants filed their answer on April 19,
2 2022. A true and correct copy of Defendants' Answer to the Lawsuit is attached hereto as
3 **Exhibit 5.**

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

7 10. The parties met and conferred and agreed that it may be in their mutual interests
8 to discuss Plaintiff's allegations informally, rather than through litigation, and scheduled private
9 mediation. On June 15, 2023, the parties attended a full day mediation session with the
10 Honorable James Lambden (Ret.). At the mediation, the parties agreed to settle Plaintiff's
11 PAGA Claim for violation of Labor Code § 2698, *et seq.* Before agreeing to the terms of the
12 Settlement, the Parties engaged in informal discovery regarding Defendants' policies, practices,
13 operations, time and payroll information and other topics. In advance of mediation, Defendants
14 produced Plaintiff's personnel file, including time and payroll data through data sampling.
15 Moreover, prior to the mediation, Defense counsel provided Plaintiff's counsel with information
16 and documents relating to other PAGA Members, including time and payroll data. Through
17 extensive arm's length negotiations at the mediation and only after discovery and investigation
18 were performed, the Parties agreed to settlement terms. At all times, the negotiations were
19 adversarial and contentious, although still professional in nature. Now that the parties have
20 finalized the PAGA Settlement, Plaintiff submits it to this Court for approval.

21 11. Counsel for the Parties have further investigated the applicable law as applied to
22 the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code
23 violations claimed by Plaintiff. I am experienced in prosecuting PAGA lawsuits. Counsel for the
24 Defendants are experienced in defending PAGA cases. Based on the parties' own independent
25 investigations and evaluations, the parties and their respective counsel are of the opinion that the
26 Settlement for the consideration and on the terms set forth in the Agreement are fair, reasonable
27 and adequate and are in the best interests of Plaintiff, the PAGA Members, the State, and
28 Defendants in light of all known facts and circumstances and the risks inherent in litigation,

1 especially in this post pandemic era, where businesses are struggling to remain afloat, much less
2 prosper and make a large profit.

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

11 13. PAGA imposes two requirements for the settlement of a PAGA claim. Both are
12 met here. First, any civil penalties recovered, whether by judgment or settlement, must be
13 distributed as follows: 75 percent to the LWDA, and the remaining 25 percent to the aggrieved
14 employees. *See Moorer v. Noble L.A. Events, Inc.* (2019) 32 Cal.App.5th 736, 742; Cal. Lab.
15 Code, § 2699(i). The parties' Settlement so provides (*See Exhibit 1*). Second, the LWDA must
16 be given notice of the settlement so that it may be heard before the Court decides whether to
17 grant approval. Cal. Lab. Code § 2699(1)(2). Here, notice is being given to the LWDA
18 concurrently with the filing of this motion. A true and correct copy of Plaintiff's submission with
19 the LWDA and a confirmation email is attached as **Exhibit 11**. As a result, Plaintiff has met all
20 procedural statutory requirements for settling a PAGA action.

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

1 15. I considered various sources of information in the lead-up to the mediation of
2 June 15, 2023 that enabled Plaintiff to achieve the Settlement at issue. Among other things,
3 Plaintiff considered the following:

- 4 • Defendants produced and my staff and I reviewed Plaintiff's personnel file.
- 5 • My office requested that Defendants provide any and all policies regarding overtime and
6 double-time wages, off the clock work, expense reimbursement, meal periods, rest
7 breaks, meal period waivers and agreements, compensation plans, and complaints about
8 working conditions in effect during the relevant time period beginning in November of
9 2020. Defendants produced those policies as part of their employee handbook.
- 10 • My office requested that Defendants provide the total number of employees, paychecks,
11 and the pay cycles during the relevant period. Defendants provided the answers to each
12 of these questions.
- 13 • My office requested a 20% sample of time and payroll records for the relevant time
14 period. Defendants provided a sampling of time and pay records for 26 of their
15 employees. This represents 20% of the total employees that Defendants employed during
16 the PAGA Period based on data available at the time.
- 17 • My office then retained a professional data analyst, James Toney, to examine the records
18 and determine the meal period violation rates, if there was any pay discrepancy in
19 timesheet hours versus paid hours, and if there was any rounding/time shaving issues.
20 Plaintiff is prepared to provide the Court with the data analysis for *in camera* inspection
upon its request.
- 21 • I analyzed the state of caselaw on PAGA claims, meal and rest break violations, claims
22 for "off the clock" work and business expense reimbursement, especially as it relates to
23 "manageability" arguments brought up by the defense.

24 16. Defendants estimated for purposes of mediation that as of June 15, 2023, there
25 were approximately 150 PAGA Members and 8,000 pay periods for all PAGA Members during
26 the PAGA Period. Based on this information, I prepared an estimate of the maximum possible
27 civil penalties under the PAGA. The maximum possible civil penalties under the PAGA is the
28 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,
Plaintiff's counsel estimated a maximum possible exposure of approximately \$4,875,000 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	8000	\$800,000.00
Unpaid Overtime	510/558	\$50	8000	\$400,000.00
Inaccurate Wage Statements	226/226.3	\$100	8000	\$800,000.00
Inaccurate Pay Records	1174/1174.5	\$500	150	\$75,000.00
Untimely Wages	201-204/210, 2699(f)(2)	\$100	8000	\$800,000.00
Unreimbursed Expenses	2802/2699(f)(2)	\$100	8000	\$800,000.00
Unprovided Meal Breaks	512/558	\$50	8000	\$400,000.00
Unprovided Rest Breaks	1198/2699(f)(2)	\$100	8000	\$800,000.00
MAXIMUM CIVIL PENALTIES				\$4,875,000.00

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 8,000 pay periods for all 150 potential PAGA Members during the PAGA Period. I am unaware of any California State court decision awarding a plaintiff and the other PAGA Members 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 \$400,000.00 (8,000 pay periods x \$50 = \$400,000.00).

17. The PAGA action brought forth in this case by Plaintiff had two main substantive

arguments: 1) unprovided meal and rest periods, 2) no concomitant change in the regular rate of pay and/or the overtime rate of pay for bonuses. Under the civil penalty formulas applicable under PAGA, Plaintiff estimated a maximum exposure of approximately \$1.6 million for civil penalties for Plaintiff's strongest disputed claims of failure to provide meal and rest periods and unpaid overtime. Plaintiff's analysis, which Defendants vehemently dispute, revealed a 99.5% violation rate for either late, short, or no meal periods. As such, with the 99.5% violation rate, the maximum exposure would be \$398,000, which is calculated as \$50 penalty multiplied by 7960 pay periods (99.5% of the 8000 pay periods). Plaintiff extrapolated the same 99.5% rate for rest break violations, which would equate to an exposure of \$800,000 (\$100 penalty per pay period multiplied by 7960 pay periods). Plaintiff discounted this amount by 50% since Gomez and the other PAGA Members did receive at least one rest break during their work shifts. In terms of the overtime issue, Plaintiff discounted this violation rate by 50%. At a 50% violation rate, the penalties would amount to \$200,000, which is calculated as \$50 penalty multiplied by 4000 pay periods (50% of the 8000 pay periods). As such, a GSA of \$500,000 here is a great result. 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. Defendants contend that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. So long as an employer provides employees with a "reasonable opportunity" to take a duty-free meal period, it has no further duty to "police meal breaks and ensure no work thereafter is performed." *Id.* at 1040-41. Instead, a plaintiff must show the employer impeded, discouraged, or prohibited the employee from taking a proper break, or otherwise failed to release the employee of all control. *Id.* "Thus, the crucial issue with regard to the meal break claim is the reason that a particular employee may have failed to take a meal break." *Washington v. Joe's Crab Shack*

1 (N.D. Cal. 2010) 271 F.R.D. 629, 641. Determining by a review of Defendants' time records the
2 exact reasons why a meal period appears to be short or late would be difficult and pinpointing
3 those days in which Plaintiff and the PAGA Members worked during their meal periods will be
4 a challenge. Additionally, Defendants provided evidence that they provide employees with the
5 opportunity to take meal and rest breaks. A-1 Jay's' Employee Handbook contains legally
6 compliant meal period and rest break policies.

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

13 20. There are risks to Plaintiff's claim for unreimbursed expenses. Plaintiff alleges
14 that Defendants did not reimburse him or the other PAGA Members for the use of personal cell
15 phones for work purposes as well as mileage reimbursement for use of personal vehicles for work
16 purposes. There is a risk that the Court may consider Plaintiff's claims as to Defendants' alleged
17 failure to indemnify for business expenses to be individual in nature. As such, I had to
18 significantly discount the value of this claim during settlement negotiations.

19 21. Additionally, PAGA states a court has discretion to award a lesser amount than
20 the maximum penalty. *See Lab. Code* § 2699(e)(2) ("...a court may award a lesser amount than
21 the maximum civil penalty amount specified by this part if, based on the facts and circumstances
22 of the particular case, to do otherwise would result in an award that is unjust, arbitrary and
23 oppressive, or confiscatory."). There is a substantial risk that the Court could reduce civil
24 penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and
25 intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 ("*Carrington*")
26 illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily discounted award
27 of only \$5 per violation because it was within the Court's discretion to significantly reduce
28 PAGA penalties even when there is a finding that a violation of the California Labor Code

1 occurred. The plaintiff in *Carrington* had requested penalties in excess of \$70 million and was
2 successful in proving the PAGA claim during a bench trial. However, the trial court reduced the
3 total award after trial to only \$150,000 (30,000 violations x \$5) and stated that this reduction was
4 warranted because imposing the maximum penalty would be “unjust, arbitrary, and oppressive”,
5 based on Starbucks’s “good faith attempts” to comply with meal break obligations and because
6 the Court found the violations were minimal. Applying the same formula here and assuming there
7 was one violation during each pay period, the award of civil penalties could not exceed
8 \$40,000.00 in PAGA penalties (8,000 violations x \$5). As such, this Settlement is a great result
9 based solely on the risk the Court chooses to apply the *Carrington* formula. Defendants have
10 also posed formidable defenses to the Labor Code claims underlying Plaintiff’s allegations. Thus,
11 the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is
12 uncertain.

13 22. Further, although, class certification is not required for a PAGA claim,
14 Defendants could contend that Plaintiff should show that the PAGA claims are manageable,
15 especially as it relates to the business expense reimbursement claim for uniforms and cell phones,
16 which will invariably be an individualized assessment. As such, Defendants could also convince
17 the Court to dismiss the claims due to unmanageability. In *Ortiz v. CVS Caremark Corp.*, the
18 court dismissed a PAGA claim because it was unmanageable. 2014 WL 1117614, at *3–4 (N.D.
19 Cal. 2014). The Ortiz court cited the “multitude of individualized assessments” that case would
20 have required in ordering dismissal. *Id.* at *4. Several other courts have adopted *Ortiz*, and
21 dismissed PAGA claims where, as here, there are a large number of allegedly aggrieved
22 individuals whose claims require individual assessments. *See, e.g., Litty v. Merrill Lynch & Co.*,
23 2014 WL 5904904, at *3 (C.D. Cal. 2014); *Bowers v. First Student, Inc.*, 2015 WL 1862914, at
24 *4 (C.D. Cal. 2015); *see also Stafford v. Dollar Tree Stores, Inc.*, 2014 WL 6633396, at *2–4
25 (E.D. Cal. 2014) (bifurcating trial of plaintiff’s claim from representative claims: “in light of the
26 number of potential aggrieved employees, judicial economy favors deferring the representative
27 portion of the PAGA claim”); *Amey v. Cinemark USA Inc.*, 2015 WL 2251504, at *16 (N.D. Cal.
28 May 13, 2015).

1 23. Furthermore, on September 9, 2021, the California Court of Appeal issued a
2 significant decision in *Wesson v. Staples the Office Superstore, LLC*, No. B302988, 2021 Cal.
3 App. LEXIS 743 (Ct. App. Sep. 9, 2021) (“*Wesson*”), holding that courts have authority to ensure
4 that PAGA claims are manageable, and that courts may limit or strike unmanageable PAGA
5 claims. The *Wesson* decision marks the first time an appellate court has weighed in on whether
6 PAGA claims must be manageable.

7 24. The Parties further recognize that the issues presented in the representative PAGA
8 claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and
9 that further litigation will cause inconvenience, distraction, disruption, delay, and expense
10 disproportionate to the maximum potential benefits to the PAGA Members and Plaintiff from
11 continued litigation, especially in the pandemic era where further and extensive litigation may
12 cause businesses to shut down, resulting in no monetary compensation to Plaintiff, Plaintiff’s
13 attorneys, other PAGA Members, and the State of California.

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

23 26. Furthermore, Plaintiff recognizes that continued litigation presents significant
24 risks that support a significant downward departure from Plaintiff’s estimated civil penalties
25 amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable
26 compromise amount for these claims and is in the best interest of Plaintiff and the PAGA
27 Members and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479
28 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are fair, just,

1 reasonable, adequate, and equitable to Defendants, Plaintiff, and the State, especially in light of
2 the current economic climate, and are the product of good faith, and informed arms-length
3 negotiations between the Parties consistent with public policy and fully comply with applicable
4 provisions of law.

5 27. As such, the settlement of PAGA penalties in the gross sum of \$500,000.00, of
6 which 75% of the net amount after attorney's fees, litigation costs, and settlement administration
7 costs (\$241,848.76) will be paid to the LWDA and 25% (\$80,616.26) will be distributed to the
8 PAGA Members, is reasonable and appropriate under the circumstances.

9 ***Individual PAGA Payments***

10 28. Defendants represent that there are approximately 150 PAGA Members during
11 the PAGA Period. After deducting the requested Court-approved PAGA Counsel's Fees
12 (\$165,000.00) and PAGA Counsel's Costs (\$8,284.98), and the Settlement Administration
13 Costs (\$4,250.00), the Net Settlement Amount will be approximately \$322,465.02. Seventy five
14 percent (75%) of the Net Settlement Amount will be paid to the Labor and Workforce
15 Development Agency ("LWDA") (\$241,848.76), and twenty five percent (25%) (\$80,616.26) of
16 the Net Settlement Amount will be paid to the PAGA Members on a pro-rata basis based upon
17 their respective number of pay periods during the PAGA Period. Agreement, ¶¶ 4,6. With a
18 total of 150 PAGA Members, the average estimated individual PAGA payment for each PAGA
19 Member is approximately \$537.44 (\$80,616.26 (25% of the estimated Net Settlement of
20 \$322,465.02) / 150 PAGA Members). This is a great result given the uncertainties this lawsuit
21 entails.

22 ***Plaintiff's Individual Settlement***

23 29. Plaintiff negotiated an individual settlement agreement separate from the PAGA
24 Settlement. The parties agreed that the consideration Plaintiff received pursuant to the individual
25 settlement agreement was to settle his individual wage and hour claims and retaliation and
26 wrongful termination claims. Plaintiff's individual settlement agreement does not provide for
27 any additional attorney's fees or costs to my firm.

28 30. Defendant employed Plaintiff for over six years. During his employment,

1 Plaintiff was not paid for all hours worked. Plaintiff was also not always able to take timely,
2 duty-free, uninterrupted meal break or his two rest breaks.

3 31. Plaintiff also had claims against Defendants for retaliation and wrongful
4 termination based on his complaints to his supervisor and the owner regarding the harassment
5 he was experiencing at the workplace. Defendants retaliated against Plaintiff for his complaints
6 and wrongfully terminating his employment. *See generally* Declaration of Erasmo Gomez.

7 32. As part of this confidential agreement, Plaintiff also provided Defendants with a
8 general release of all claims, whether known or unknown, including unknown claims covered
9 by Civil Code Section 1542. Plaintiff has no conflict of interest with the absent PAGA Members
10 and is adequate to represent the PAGA Members. Plaintiff has maintained contact with my office
11 and helped me gather information and evidence to prove the alleged claims and has agreed to
12 remain involved as a PAGA representative even if the Court does not approve the Settlement.
13 While Plaintiff and I believe that Plaintiff's individual settlement has no bearing on his adequacy
14 as a PAGA Representative, he is willing to present that Settlement to the Court *in camera* for
15 review if the Court requests. It represents a fair resolution for Plaintiff's individual wage and
16 hour claims and claims for retaliation and wrongful termination. *See generally* Declaration of
17 Erasmo Gomez.

18 33. The PAGA statute does not forbid service awards. Courts frequently award them
19 in PAGA-only cases as well. *See Mancini v. W. & S. Life Ins. Co.* (S.D. Cal. Sept.18, 2018),
20 2018 WL 4489590, at *2 (approving an incentive award of \$5,000 to named plaintiff in a PAGA-
21 only settlement); *see also Kinney v. Harvest Al Mgmt. Sub LLC*, (E.D. Cal. Sept. 6, 2013) 2013
22 WL 12415482, at *2 (awarding an incentive award of \$3,000 to a named plaintiff in a PAGA-
23 only settlement). The work Plaintiff has done on this case includes hiring my firm, speaking
24 with our office on many occasions by phone, explaining what his employment at A-1 Jay's was
25 like, explaining what his employment at A-1 Jay's had in common with other employees who
26 worked for A-1 Jay's, explaining his claims to me and my staff, and communicating with me
27 and my staff about the settlement agreement and related documents. Despite this, Plaintiff is **not**
28 asking for a service award for his involvement and the time he spent assisting my firm with the

1 PAGA action. *See generally* Declaration of Erasmo Gomez.

2 ***Attorneys' Fees and Costs***

3 34. I represent Plaintiff on a straight contingency basis. My firm's request for
4 \$165,000.00 in attorney fees and \$8,284.98 in litigation costs is fair and reasonable. "[R]egardless
5 whether the percentage method or the lodestar method is used, fee awards in class actions average
6 around one-third of the recovery." (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66,
7 fn.11 ("*Chavez*")); *In re Pacific Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 379 ("*Pacific*")
8 [affirming 33% fee award]; *Williams v. MGM-Pathe Communications Co.* (9th Cir. 1997) 129
9 F.3d 1026, 1027 ("*MGM*") (awarding 33% of total fund amount).) This is also consistent with my
10 experience in wage and hour class and PAGA settlements.

11 35. Should the Court elect to use Plaintiff's Counsel's lodestar as the method for
12 awarding fees, notwithstanding courts' clear preference for the percentage method, my request
13 for attorney's fees of \$165,000.00 (33% of the Gross Settlement Amount) is fair and reasonable
14 based on my firm's lodestar as cross-checked against the percentage of the recovery.

15 36. To date, the attorneys in my firm and I have investigated and prosecuted this
16 matter for over 40.2 hours. I also expect to perform additional work on this case if the Court
17 grants final approval of the Settlement, including supervision of the Settlement Administrator's
18 disbursement of the settlement funds to the PAGA Members.

19 37. In this case, my firm has a total lodestar of approximately \$44,850.00 without
20 the use of any multiplier, which results in a multiplier of 3.679 when compared against the
21 \$165,000.00 request for attorneys' fees.¹ A general summary showing of the pre-multiplier
22 lodestar and the total number of hours of work performed by my firm is set forth below with a
23

24 ¹The multiplier of 3.679 is supported by California case law. Under California law, lodestar multipliers can range
25 from 2 to 4 or even higher. See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 49; *Wershba v. Apple Computer,*
26 *Inc.*, 91 Cal.App.4th at p. 255; *Natural Gas Anti-Trust Cases I, II, III & IV* (Cal. Sup. Ct. 2006) 2006 WL 5377849,
27 *4 ("This Court and numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar in awarding
28 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).

total lodestar of approximately \$_____.

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Pre-Multiplier Lodestar</u>
Harout Messrelian (13 th Year Attorney)	40.2	\$600.00/ \$650.00	\$25,010.00
Maralle Messrelian (6 th Year Attorney)	49.60	\$400.00	\$19,840.00
Totals	89.80		\$44,850.00

True and correct copies of the time records of my firm are collectively attached as **Exhibit 6** to this declaration. I will have waited for over two years to be awarded attorneys' fees for work performed since October of 2021, when Plaintiff first contacted my office, compared to Defendants' counsel who have been paid as they performed work during this case.

38. In addition, my firm incurred substantial costs, \$8,284.98 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 7** 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.

39. My previous experience in litigating wage and hour actions also supports the reasonableness of the fee request. Based on past experience with similar matter, I was able to evaluate the strengths and weaknesses of this case and the reasonableness of the Settlement. Because it is reasonable to compensate me commensurate with my skill, reputation, and experience, attorney's fees of approximately one-third of the Gross Settlement Amount is reasonable. Likewise, the caliber and experience of opposing counsel in labor and employment litigation, William F. Burns, Esq., also supports the fairness and reasonableness of the requested fee award.

40. Plaintiff reiterates his request that the Court award his counsel one third of the recovery as attorney fees. The award of attorney's fees sought is justified by the contingency nature of the attorney-client relationship, my experience in litigating wage and hour cases, the number of attorney and staff hours my firm has spent on this lawsuit, the high caliber of defense

counsel, the risks of non-payment and non-reimbursement, the delay in payment and cost reimbursement, and the great results Plaintiff's Counsel has achieved for the PAGA Members.

Settlement Administration Costs

41. With regard to the settlement administration costs provision, it is reasonable. Before agreeing to ILYM Group, Inc.(ILYM"), the parties sought and reviewed bids from other reputable third-party administrator and Phoenix's bid was the lowest.

A. ILYM Group, Inc.= \$4,250.00

B. Phoenix Class Action Administration Solutions = \$5,923.33; and

C. Simpluris, Inc.= \$ 7,845.67.

A true and correct copy of the bid from ILYM Group Inc. is attached hereto as **Exhibit 8**. A true and correct copy of the bid from Phoenix is attached hereto as **Exhibit 9**. A true and correct copy of the bid from Simpluris, Inc. is attached hereto as **Exhibit 10**. Thus, settlement administration costs provision should be given approval.

42. Furthermore, the Declaration of Michael Sutherland with attached exhibit, filed under separate cover, sets forth ILYM's qualifications and costs to administer the settlement. *See generally* Declaration of Michael Sutherland. Thus, the settlement administration costs provision should be given approval.

Notice of Settlement to the LWDA

43. Pursuant to Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the Settlement with the LWDA at the same time the Settlement is being filed with the Court. True and correct copies of Plaintiff's submission with the LWDA and the confirmation email are collectively attached as **Exhibit 11** to this declaration.

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

Executed on August 29, 2023, at Glendale, California.


HAROUT MESSRELIAN,
Declarant

EXHIBIT 1

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

Erasmo Gomez v. A-1 Jay's Machining, Inc., et al.
Santa Clara County Superior Court, Case No. 22CV394795

Subject to Court approval by the Superior Court for the State of California, County of Santa Clara ("Court"), Plaintiff Erasmo Gomez ("Plaintiff") and Defendants A-1 Jay's Machining, Inc. and James Machatil ("Defendants") (collectively, Plaintiff and Defendants are the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of the PAGA claims in the Action entitled Erasmo Gomez v. A-1 Jay's Machining, Inc., et al., Santa Clara County Superior Court case no. 22CV394795 (the "Action").

PAGA MEMBERS BY THE SETTLEMENT

1. **PAGA Members:** This Settlement covers all persons within the State of California who are or were employed by Defendants in the State of California and classified as non-exempt during the PAGA Period (the "PAGA Members").
2. **PAGA Period:** The Settlement covers the period from November 8, 2020 through Court approval of this Settlement Agreement (the "PAGA Period").
3. **Effective Date:** The effective date ("Effective Date") of this Agreement shall be 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.

SETTLEMENT CONSIDERATION

4. **Gross Settlement Amount:** Defendants will pay Five hundred Thousand Dollars and Zero Cents (\$500,000.00) to settle the PAGA claims in the Action ("Gross Settlement Amount"). In no event shall Defendants be liable for more than the Gross Settlement Amount of \$500,000.00 as a result of this Settlement. The Gross Settlement Amount will be allocated as follows:
 - a. Third-Party Settlement Administration Fees of up to Five Thousand Dollars (\$5,000.00);

- b. Plaintiff's counsel's, Harout Messrelian and Maralle Messrelian of Messrelian Law Inc. (PAGA Counsel"), request for attorneys' fees of up to 33% of the Gross Settlement Amount, or One Hundred Sixty Five Thousand Dollars and Zero Cents (\$165,000.00) ("PAGA Counsel's Fees"), subject to Court approval, plus actual costs and expenses incurred by PAGA Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Nine Thousand Dollars and Zero Cents (\$9,000.00) ("PAGA Counsel's Costs"); and
- c. The remaining funds (the Gross Settlement Amount less the Third-Party Settlement Administration Fees, PAGA Counsel's Fees, and PAGA Counsel's Costs) shall be referred to as the "Net Settlement Amount."

5. **Escalator Clause.** Defendants estimated for purposes of mediation that as of June 15, 2023, there were approximately 150 PAGA Members and 8,000 pay periods for all PAGA Members during the PAGA Period and this estimate served as the basis for Plaintiff accepting the settlement. If the number of actual pay periods for all PAGA Members for the PAGA Period exceeds 8,000 by more than ten percent (10%), then the Gross Settlement Amount will increase proportionately according to the number of additional pay periods over ten percent (10%). Should Defendants be required to pay more than \$500,000.00 then they have the option to opt out of the settlement and proceed to trial.

6. **Distribution of the Net Settlement Amount.** The Net Settlement Amount shall be designated as PAGA penalties in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in or reasonably related to the operative Complaint with respect to PAGA Members, allocated between the LWDA and the PAGA Members pursuant to Labor Code Section 2699(i) with 75% paid to the LWDA and 25% paid to the PAGA Members on a pro-rata basis ("PAGA Penalties Fund"). The 25% of the Net Settlement Amount will be paid to all PAGA Members according to the following formula: Settlement Payment to each PAGA Member = $\$[25\% \text{ of Net Settlement Amount}] \times [\text{Pay Periods Worked by Individual PAGA Member During PAGA Period} \div \text{Total Pay Periods Worked by All PAGA Members during PAGA Period}]$.

7. **Settlement Administration.** Settlement Administrator ILYM Group Inc., or as otherwise agreed to by the Parties and approved by the Court, will administer this Settlement and will be responsible for issuing payments and appropriate tax forms to PAGA Members, the LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of administration for the disbursement of the PAGA Penalties Fund is no more than \$5,000.00. If less than \$5,000.00 is spent on the Settlement Administrator, the unused funds will be re-allocated to the Net Settlement Amount.

8. **Court Approval of the Settlement and Distribution of Settlement Payments.** The Parties will present this Settlement Agreement to the Court and will request that the Court issue a Court Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Court Approval Order and Judgment"), dismissing the Action with prejudice, and entering judgment. The Parties shall submit this Settlement Agreement for the Court's approval by stipulation and order, unless the Court requires a motion, in which event, Plaintiff will undertake that responsibility.

9. **Notice to LWDA.** Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this Settlement Agreement and all supporting approval documents at the same time that Plaintiff submits it to the Court for approval.

10. **Funding of the Settlement.** Within forty-five (45) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator. Within ten (10) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of all PAGA Members with each listed employee's full name, hiring, and, if applicable, termination dates in connection with the employee's employment with Defendant during the PAGA Period, last known mailing address, and social security number. Within twenty (20) calendar days of receipt of the list of all PAGA Members, the Settlement Administrator shall run all the addresses of PAGA Members through the United States Postal Service NCOA database to obtain current address information, and issue payments to (a) the PAGA Members; (b) the LWDA; (c) PAGA Counsel for PAGA Counsel's Fees and Costs; and (c) itself. The Settlement Administrator will skip-trace return mail and re-mail within five (5) calendar days. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

If the Effective Date falls on a holiday or weekend, the Effective Date shall be the next calendar day.

11. **Settlement Payments to PAGA Members:** The Settlement Administrator will issue each PAGA Member a check for his or her share of the Net Settlement Amount along with an explanatory letter in the form attached as **Exhibit A**. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance shall be paid to the California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Member. The Parties do not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator. All settlement payments to PAGA Members will be treated as miscellaneous income for which an IRS Form 1099 will be issued by the Settlement Administrator if required by law.

12. **Settled and Released PAGA Claims.** Upon the Effective Date of this Settlement, Plaintiff, the State of California (including, but not limited to, the LWDA), and the PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released PAGA Claims with respect to Defendant and its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. The released PAGA claims shall include all known or unknown claims for civil penalties, attorneys' fees and costs, or any other relief under PAGA arising out of the Labor Code claims and allegations expressly plead in the operative Complaint and all other Labor Code claims that could have been asserted based on the facts and allegations plead in the operative Complaint, including but not limited to: California Labor Code Sections 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, and 2802.

13. **No Credit Toward Benefit Plans.** Payments to PAGA Members as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any PAGA Member may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any PAGA Member may be entitled under any benefit plans.

14. **No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

15. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

16. **Continued Jurisdiction.** After entry of the Court Approval Order and Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as may be appropriate under court rules or as set forth in this Settlement.

17. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms regarding the Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

18. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either all the Parties or their successors-in-interest or counsel for all Parties.

19. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate

this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

20. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21. **California Law Governs.** All terms of this Settlement Agreement and Exhibit(s) hereto will be governed by and interpreted according to the laws of the State of California.

22. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

23. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel before Louis Marlin, an experienced and well-respected mediator who focuses on mediation of employment matters involving alleged wage and hour violations. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

24. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant, the Released Parties, or Plaintiff. Nothing in this Settlement, 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 this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in 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. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

25. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Settlement Agreement which can be given effect without the invalid provisions or application and, to this end, the provisions of this Settlement Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable party.

26. **Captions.** The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

27. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

28. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

29. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

30. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

31. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

32. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

33. **Confidentiality.** The Parties and their attorneys agree to keep this settlement confidential through approval by the Court. Thereafter, Plaintiff and Plaintiff's Counsel will not (a) issue any press or other media release, (b) initiate any contact with the press, other media (including social media), or any third party, (c) respond to any inquiry from the press, or media, or (d) have any communication with the press or other media about this action, including, but not limited to the fact, amount, and terms of this Memorandum of Understanding and the Agreement, either before or after the Court approves the Agreement.

x 07-27-2023 x Erasmio
DATE ERASMO GOMEZ, Plaintiff

08/08/23
DATE A1 JAY'S MACHINING INC.
BY JAMES MACHATHIL
ITS PRESIDENT

08/28/23
DATE JAMES MACHATHIL

APPROVED AS TO FORM

08-07-2023
DATE Harout Messrelian for Plaintiff Erasmo Gomez

8/9/2023
DATE William F. Burns for Defendants A1 Jay's Machining Inc. & James Machathil

NOTICE OF PAGA SETTLEMENT

Erasmus Gomez v. A-1 Jay's Machining, Inc., et al.
Santa Clara County Superior Court, Case No. 22CV394795

<<ILYM Group Inc. >>

[]

[]

Telephone: []

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName»

«LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of lawsuits brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA") ("the Action"). The plaintiff in the Action is Erasmo Gomez ("Plaintiff") and the defendants are A-1 Jay's Machining, Inc. and James Machatil ("Defendants"). The Action seek civil penalties for purported violations of the California Labor Code on behalf of all persons within the State of California who are or were employed by Defendants in the State of California and classified as non-exempt during the PAGA Period of November 8, 2020 through _____ (Court approval of the Settlement) (the "PAGA Members"). 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 as of and subject to the occurrence of the Effective Date of the Settlement. Upon the Effective Date of this Settlement, Plaintiff, the State of California (including, but not limited to, the LWDA), and the PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released PAGA Claims with respect to Defendants and their past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. The released PAGA claims shall include all known or unknown claims for civil penalties, attorneys' fees and costs, or any other relief under PAGA arising out of the Labor Code claims and allegations expressly plead in the operative Complaint and all other Labor Code claims that could have been asserted based on the facts and allegations plead in the operative Complaint, including but not limited to: California Labor Code Sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, and 2802.

By Order dated <<court approval order date>>, 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 a PAGA Member and therefore entitled to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice is

your check for your share. The settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be distributed to California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Member.

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 ILYM Group Inc. (the Settlement Administrator) using the contact information at the top of this correspondence.

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT

Erasmo Gomez v. A-1 Jay's Machining, Inc., et al.
Santa Clara County Superior Court, Case No. 22CV394795

<<ILYM Group Inc. >>

[]

[]

Telephone: []

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName»

«LastName»

«Address1» «Address2»

«City» «State» «Zip»

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According to the Defendants' records, you are a PAGA Member and therefore entitled to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice is

your check for your share. The settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be distributed to California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Member.

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 ILYM Group Inc. (the Settlement Administrator) using the contact information at the top of this correspondence.

EXHIBIT 3



MESSRELIAN LAW
ATTORNEYS AT LAW

500 N. Central Avenue, Suite 840
Glendale, California 91203
Tel: (818) 484-6531
Fax: (818) 956-1983

VIA ELECTRONIC FILING

November 8, 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)

A-1 JAY'S MACHINING, INC.
JAMES K. MACHATHIL
2228 OAKLAND ROAD
SAN JOSE, CA 95131

ERASMO GOMEZ v. A-1 JAY'S MACHINING, INC.; JAMES K. MACHATHIL

RE: PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be informed that our client, Mr. Erasmo Gomez (hereinafter "our client" or "Mr. Gomez") 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 A-1 JAY'S MACHINING, INC. and JAMES K. MACHATHIL (hereinafter collectively "A-1 JAY'S") 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. JAMES K. MACHATHIL is being included in this PAGA notice pursuant to Labor Code Section 558.1 as he is the owner and managing agent/director of A-1 JAY'S MACHINING, INC. and personally controlled the hours, wages, and/or working conditions of the employees, including Mr. Gomez and other similarly situated aggrieved employees.

Mr. Gomez started working for A-1 JAY'S approximately 6 years ago. Mr. Gomez's employment ended on or around September 15, 2021. During his tenure, Mr. Gomez was a janitor and was classified as an hourly, non-exempt employee. Mr. Gomez's latest rate of pay was \$17.50 per hour.

A-1 JAY'S has committed the following labor code violations against Mr. Gomez and other similarly situated aggrieved employees, including all hourly, non-exempt employees who worked for A-1 JAY'S at any of their California locations:

A-1 JAY'S did not provide Mr. Gomez and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and as such did not

compensate Mr. Gomez and others for all hours worked at the minimum wage rate pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the company had a policy of rounding down employee hours to the detriment of the employees, which resulted in employees such as Mr. Gomez not being paid for all hours worked, including the minimum wage. Moreover, and to the extent Mr. Gomez worked through his meal periods while “off the clock” and was not compensated for that time, A-1 JAY’S would have violated California’s minimum wage laws.

Due to the above “off the clock” violations, including the time shaving/rounding, A-1 JAY’S also violated Labor Code §510 because it failed to pay our client and other similarly situated aggrieved employees the correct amount of overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Furthermore, A-1 JAY’S did not include bonuses and other forms of additional compensation, including the shift differential pay, in calculating the correct regular rate of pay for purposes of then calculating the correct overtime rate of pay. It is Mr. Gomez’s position that he received several bonuses per year that were not factored into the regular rate of pay.

A-1 JAY’S violated Labor Code § 226.7 and the applicable Industrial Welfare Commission Wage Order (no. 4) 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. A-1 JAY’S did not completely relieve our client of all duty during said rest periods. A-1 JAY’S 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. It was not part of the company policy and culture for employees such as Mr. Gomez and others to take timely, statutory rest breaks. This is so because the company had a policy and practice of COMBINING meal and rest breaks in contravention of California law. As such, employees such as Mr. Gomez were allotted 45 minutes for a meal break, which was a 30-minute break combined with a 15-minute rest break. This meant that Mr. Gomez and others did NOT timely receive TWO rest breaks for an 8-hour shift.

A-1 JAY’S violated Labor Code §§ 512 and 226.7 and the applicable Industrial Welfare Commission Wage Order (no. 4) 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 (and before the fifth hour) throughout their employment, and our client did not validly waive said meal periods. A-1 JAY’S did not completely relieve our clients of all duties during said meal periods. A-1 JAY’S 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. Mr. Gomez’s and others’ meal breaks would be late and after the 5th hour worked and would also be interrupted at times due to work obligations. Like the rest breaks, receiving a timely, thirty-minute uninterrupted meal break was not part of the company culture and was not enforced by A-1 JAY’S. It was the normal practice and custom of A-1 JAY’S not to authorize, permit, and enforce **timely** statutory meal periods.

Furthermore, during the relevant time period, and due to the above labor code violations, A-1 JAY’S failed to pay our client and other similarly situated aggrieved employees all wages due to



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them within any time period specified by California Labor Code section 204. A-1 JAY'S 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, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed/late/short meal and rest breaks, all deductions, the correct start and end of the pay period, all employee identifying information, the correct name and address of the legal employer, and reimbursement for business expenses, among others. As such, A-1 JAY'S did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

A-1 JAY'S 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 the unpaid minimum wages/compensation for all hours worked, overtime, premium pay for missed/late/short meal and rest breaks, and business expense reimbursement, among others.

During the relevant time period, A-1 JAY'S also failed to keep accurate and complete payroll records showing the correct wages paid to Mr. Gomez and other aggrieved employees pursuant to California Labor Code sections 1174(d).

Alternatively, during the relevant time period, Mr. Gomez and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by A-1 JAY'S. These costs include, but are not limited to, the use of personal cell phones for work purposes as well as mileage reimbursement for use of personal vehicles for work purposes. Mr. Gomez would use his personal vehicle to pick up work-related items from the store, but was not reimbursed for that expense. Accordingly, A-1 JAY'S was in violation of California Labor Code sections 2800 and 2802.

Furthermore, A-1 JAY'S violated the applicable Industrial Welfare Commission Wage Order (Wage Order 4, Section 14(b)) in that there was no proper suitable seating/break area for employees.

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 clients also intend 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, 1197.1.



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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 A-1 JAY'S.

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

1 **MESSRELIAN LAW INC.**
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County of Santa Clara
22CV394795
Reviewed By: P. Hernandez

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CLARA**

12 ERASMO GOMEZ,

13 Plaintiff,

14 vs.

15 A-1 JAY'S MACHINING, INC.; JAMES K.
16 MACHATHIL; and DOES 1 to 25,
17 inclusive,

18 Defendants.

CASE NO.: 22CV394795

COMPLAINT FOR DAMAGES FOR:

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) **VIOLATION OF LABOR CODE SECTION 558;**
- 8) **FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) **FAILURE TO GIVE REST BREAKS;**
- 10) **FAILURE TO GIVE MEAL BREAKS**
- 11) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 13) **FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 14) **FAILURE TO PROVIDE PAY RECORDS;**
- 15) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, ERASMO GOMEZ (hereinafter “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 A-1 JAY’S MACHINING, INC., JAMES K. MACHATHIL, 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 A-1 JAY’S MACHINING, INC. is and was a California corporation, doing business in Santa Clara County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant JAMES K. MACHATHIL is a male resident of the County of Santa Clara, State of California, and the owner, corporate officer, or managing agent/director of A-1 JAY’S MACHINING, INC. Plaintiff is informed and believes and thereon alleges that JAMES K. MACHATHIL managed, was directly involved in the day-to-day operations of A-1 JAY’S MACHINING, INC. and personally controlled the hours, wages, and/or working conditions of the employees, including Plaintiff and other similarly situated aggrieved employees. As such, JAMES K. MACHATHIL is being included in this lawsuit pursuant to Labor Code Section 558.1. A-1 JAY’S MACHINING, INC. and JAMES K. MACHATHIL are hereinafter collectively referred to as “Defendants”, “or “A-1 JAY’S”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these

1 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
2 capacities of these fictitiously named defendants.

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

8 **GENERAL ALLEGATIONS**

9 7. Plaintiff started working for A-1 JAY'S in approximately 2105 or 2016. Plaintiff's
10 employment ended on or around September 15, 2021.

11 8. During his tenure, Plaintiff was a janitor and was classified as an hourly, non-exempt
12 employee. Plaintiff's latest rate of pay was \$17.50 per hour.

13 9. It is Plaintiff's position that A-1 JAY'S has violated numerous California Labor
14 Code Sections against Plaintiff and other similarly situated aggrieved employees, including all
15 hourly, non-exempt employees who worked for A-1 JAY'S at any of their California locations.

16 10. A-1 JAY'S did not provide Plaintiff and other similarly situated aggrieved employees
17 with the minimum wages to which they were entitled for all work performed and as such did not
18 compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to
19 California Labor Code sections 1194, 1197 and 1197.1. This is so because the company had a
20 policy of rounding down employee hours to the detriment of the employees, which resulted in
21 employees such as Plaintiff not being paid for all hours worked, including the minimum wage.
22 Moreover, and to the extent Plaintiff worked through his meal periods while "off the clock" and
23 was not compensated for that time, A-1 JAY'S would have violated California's minimum wage
24 laws.

25 11. In addition, due to the "off the clock" violations, including the time shaving/rounding,
26 A-1 JAY'S also violated Labor Code §510 because it failed to pay Plaintiff and other similarly
27 situated aggrieved employees the correct amount of overtime, even though they worked more
28 than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment.
Furthermore, A-1 JAY'S did not include bonuses and other forms of additional compensation,

1 including the shift differential pay, in calculating the correct regular rate of pay for purposes of
2 then calculating the correct overtime rate of pay. It is Plaintiff's position that he received several
3 bonuses per year that were not factored into the regular rate of pay.

4 12. A-1 JAY'S violated Labor Code § 226.7 and the applicable Industrial Welfare
5 Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly situated
6 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
7 thereof, throughout their employment. A-1 JAY'S did not completely relieve Plaintiff of all duty
8 during said rest periods. A-1 JAY'S did not pay to Plaintiff one additional hour of pay at
9 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
10 was not provided. It was not part of the company policy and culture for employees such as
11 Plaintiff and others to take timely, statutory rest breaks. This is so because the company had a
12 policy and practice of COMBINING meal and rest breaks in contravention of California law. As
13 such, employees such as Plaintiff were allotted 45 minutes for a meal break, which was a 30-
14 minute break combined with a 15-minute rest break. This meant that Plaintiff and others did
15 NOT timely receive TWO rest breaks for an 8-hour shift.

16 13. A-1 JAY'S violated Labor Code §§ 512 and 226.7 and the applicable Industrial
17 Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly
18 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
19 (5) hours of work (and before the fifth hour) throughout their employment, and Plaintiff did not
20 validly waive said meal periods. A-1 JAY'S did not completely relieve Plaintiffs of all duties
21 during said meal periods. A-1 JAY'S did not completely relieve Plaintiffs of all duties during
22 said meal periods. A-1 JAY'S did not pay to Plaintiff one additional hour of pay at Plaintiff's
23 regular rate of compensation for each workday that one or more statutory meal periods was not
24 provided. Plaintiff's and others' meal breaks would be late and after the 5th hour worked and
25 would also be interrupted at times due to work obligations. Like the rest breaks, receiving a
26 timely, thirty-minute uninterrupted meal break was not part of the company culture and was not
27 enforced by A-1 JAY'S. It was the normal practice and custom of A-1 JAY'S not to authorize,
28 permit, and enforce timely statutory meal periods.

14. Furthermore, during the relevant time period, and due to the above labor code violations,

1 A-1 JAY'S failed to pay Plaintiff and other similarly situated aggrieved employees all wages
2 due to them within any time period specified by California Labor Code section 204. A-1 JAY'S
3 was also in violation of California Labor Code section 226(a) by failing to include pertinent
4 information on the wage statements, including but not limited to, the correct hourly rate, all hours
5 worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned,
6 premium pay for missed/late/short meal and rest breaks, all deductions, the correct start and end
7 of the pay period, all employee identifying information, the correct name and address of the legal
8 employer, and reimbursement for business expenses, among others. As such, A-1 JAY'S did not
9 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
10 itemized wage statements.

11 15. A-1 JAY'S violated Labor Code § 203 because it willfully failed to pay Plaintiff
12 and other similarly situated aggrieved employees earned and due wages upon separation of
13 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
14 These earned but unpaid wages include the unpaid minimum wages/compensation for all hours
15 worked, overtime, premium pay for missed/late/short meal and rest breaks, and business expense
16 reimbursement, among others.

17 16. During the relevant time period, A-1 JAY'S also failed to keep accurate and
18 complete payroll records showing the correct wages paid to Plaintiff and other aggrieved
19 employees pursuant to California Labor Code sections 1174(d).

20 17. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
21 business-related expenses and costs that were not reimbursed by A-1 JAY'S. These costs
22 include, but are not limited to, the use of personal cell phones for work purposes as well as
23 mileage reimbursement for use of personal vehicles for work purposes. Plaintiff would use his
24 personal vehicle to pick up work-related items from the store, but was not reimbursed for that
25 expense. Accordingly, A-1 JAY'S was in violation of California Labor Code sections 2800 and
26 2802.

27 18. Furthermore, A-1 JAY'S violated the applicable Industrial Welfare Commission Wage
28 Order (Wage Order 4, Section 14(b)) in that there was no proper suitable seating/break area for
employees.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

3 **(California Industrial Welfare Commission Order 4-2001, California Code of**
4 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

8 20. At all times relevant herein, Defendants were required to compensate their employees
9 for all hours worked upon reporting for work at the appointed time stated by the employer
10 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
11 Title 8, Section 11040.

12 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
13 Plaintiff for all hours worked.

14 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
15 compensation for all hours worked but not paid by Defendants for the three (3) years
16 preceding the filing of this Complaint.

17 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
18 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
19 this Court.

20 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
21 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
22 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
23 reasonable attorney's fees and costs of suit.

24 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
26 amount known to Plaintiff once he has obtained all of his payroll records from
27 Defendants.

28 ///

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1 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME**

6 **(California Industrial Welfare Commission Order 4-2001, California Code of**
7 **Regulations Title 8 Section 11040; California Labor Code Section 510)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

11 34. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of
12 Regs., Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were
13 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
14 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
15 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
16 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
week.

17 35. Plaintiff was a non-exempt employee entitled to the protections of the California
18 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,
19 Title 8, Section 11040.

20 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
21 single workday or forty (40) hours in a single workweek on numerous occasions.

22 37. Plaintiff was entitled to the above overtime premiums.

23 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
24 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
25 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
26 twelve (12) in a day.

27 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
28 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

1 40. Plaintiff worked at least one pay period in which she was not properly paid overtime
2 within the three (3) years prior to the initiation of this lawsuit.

3 41. Defendants know or should know the actual dates of overtime worked, the amount of
4 overtime worked, and the amount of unpaid overtime due.

5 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
6 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
7 Court.

8 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
9 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
10 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
11 reasonable attorney's fees and costs of suit.

12 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(California Labor Code Section 226)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

21 46. Pursuant to California Labor Code Section 226, every employer must furnish each
22 employee an itemized statement of wages and deductions at the time of payment of wages.

23 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
24 accurately reflected all information required by Labor Code Section 226, including but not
25 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
26 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
27 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
28 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
California Labor Code Section 226(a).

1 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
2 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
3 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
4 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
5 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
6 the 3-year period immediately preceding the date this lawsuit was filed.

7 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
8 sustained damages, including loss of earnings, in an amount to be established at trial. As a
9 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
10 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
11 and attorney's fees pursuant to statute.

12 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

17 **(California Labor Code Sections 201, 203)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

21 52. Pursuant to California Labor Code Section 201(a), an employer who discharges an
22 employee must immediately pay for all compensation due and owing.

23 53. Pursuant to California Labor Code Section 202, when an employee resigns, the
24 employer must pay all compensation due and owing within 72 hours of resignation, or on the
25 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

26 54. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
27 without abatement or reduction, any wages of an employee whose employment ends, the wages
28 of the employee shall continue as a penalty from the due date at the same rate until paid or until
an action is commenced; however, the wages shall not continue for more than 30 days for

1 failure to pay an employee owed wages.

2 55. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
3 from his employment, Defendants willfully refused and continue to refuse to pay his unpaid
4 wages as required by Labor Code Section 203.

5 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
8 preceding the filing of this lawsuit.

9 57. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
10 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
11 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

12 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

17 **(California Labor Code Section 204)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

21 60. California Labor Code Section 204 establishes the fundamental right of all employees
22 in the State of California to be paid wages in a timely fashion for their work.

23 61. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
24 full amount of all owed wages when due as required by California Labor Code Section 204.

25 62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
26 informed, believes, and thereon alleges, that all times relevant during the liability period,
27 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
28 including overtime hours, the minimum wage, and premium pay for missed meal and rest
breaks.

1 63. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
2 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
3 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
4 from Defendants' records or indirectly based on information from Defendants' records.

5 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **SEVENTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE SECTION 558**
10 **(California Labor Code Section 558)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

14 66. California Labor Code Section 558 states that any person acting on behalf of an
15 employer who violates, or causes to be violated, a section of this chapter or any provision
16 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
17 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
18 employee for each pay period for which the employee was underpaid in addition to an amount
19 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
20 hundred dollars (\$100) for each underpaid employee for each pay period for which the
21 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
22 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
23 filed.

24 67. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
25 Defendants are subject to civil penalties under the following laws:

- 26 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular wages,
27 including minimum wages, and overtime wages for overtime hours worked.
28 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As
such, Defendants violated Section 558 under which penalties are due. Plaintiff

1 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
2 subsequent violation for each pay period for which Plaintiff was underpaid in addition
3 to an amount sufficient to recover underpaid wages.

- 4 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
5 relief associated with Plaintiff's prosecution of this cause of action under California
6 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
7 paying Plaintiff for his overtime hours worked and for all hours worked (including
8 the minimum wage).
- 9 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
10 fees for relief associated with Plaintiff's prosecution of this cause of action under
11 California Labor Code Sections 200, et seq.

12 68. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
13 the statutes, regulations, and wage orders alleged in this cause of action along with any
14 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

15 69. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs and
16 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO MAINTAIN ACCURATE RECORDS**

19 **(California Labor Code Section 1174(d))**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

23 71. Labor Code section 1174(d) requires that employers, including Defendants, maintain
24 accurate records showing the hours worked daily by its employees and to whom wages were
25 paid.

26 72. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
27 employer, including Defendants, to keep accurate information with respect to each one of their
28 employees including, but not limited to, the total wages paid each payroll period, and time
records showing when the employee begins and ends each work period, meal periods, split

1 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
2 the applicable rates of pay.

3 73. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
4 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
5 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
6 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
7 applicable rates of pay, and total wages earned for the payroll period.

8 74. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
9 continues to suffer substantial losses related to Defendants' failure to record and maintain
10 records of meal and rest periods as well as time records.

11 75. Plaintiff seeks all available remedies for Defendants' violations including, but not
12 limited penalties, and costs to the extent permitted by law and according to proof at trial.

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO GIVE REST BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

18 77. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides
20 that every employer shall authorize and permit all employees to take rest periods,
21 which insofar as practicable shall be in the middle of each work period. The
22 authorized rest period time shall be based on the total hours worked daily at the rate
23 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 24 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
25 that if an employer fails to provide an employee a rest period in accordance with the
26 applicable provisions of this order, the employer shall pay the employee one (1) hour
27 of pay at employee's regular rate of compensation for each workday that the rest
28 period is not provided;
- c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes

1 the employer \$50.00 for each initial violation, per employee, of any provision of the
2 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
3 d. California Labor Code section 226.7, which states that (a) no employer shall require
4 any employee to work during any rest period mandated by an applicable order of the
5 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
6 a rest period in accordance with an applicable order of the Industrial Welfare
7 Commission, the employer shall pay the employee one (1) additional hour of pay at
8 employee's regular rate of compensation for each work day that the rest period is not
9 provided.

10 78. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
11 break after every four (4) hours of work or major fraction thereof, as required by California law.

12 79. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
13 regulations, and wage orders alleged in this cause of action along with any allowable interest,
14 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
15 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

16 80. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
17 fees as well as interest under Labor Code section 218.6.

18 81. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.

21 **TENTH CAUSE OF ACTION**

22 **FAILURE TO GIVE MEAL BREAKS**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

26 83. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 27 a. California Labor Code section 512(a), which requires that employees be given a 30-
28 minute uninterrupted meal break after five (5) hours of work, and a second
uninterrupted meal break after ten (10) hours of work;

- 1 b. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any meal period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if any employer fails to provide an
4 employee a meal period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at the employee's regular rate of compensation for each workday that the meal
7 period is not provided;
- 8 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11040, which states that
10 if an employer fails to provide an employee a meal period in accordance with the
11 applicable provisions of the Wage Order, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday that
13 the meal period is not provided;
- 14 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
15 codified under Title 8 of the California Code of Regulations Section 11040, which
16 requires an employer to maintain records documenting its employees' meal periods;
- 17 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
18 codified under California Code of Regulations Section 11040 , which penalizes the
19 employer \$50.00 for each initial violation, per employee, of any provision of the
20 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 21 f. California Labor Code section 1171 and 1173, which have given the California Labor
22 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4) as
23 enforceable law.

23 84. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
24 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
25 to take a second relieved meal break after ten (10) hours of work, as required by California law.
26 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
27 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
28 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that

1 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
2 California Labor Code section 226.7 provides that employers may not require their employees
3 to work through their meal periods. California Labor Code section 226.7 and California Code of
4 Regulations section 11040 requires that if the employer fails to provide the employee with an
5 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
6 work day that the meal period is not given.

7 85. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
8 regulations, and wage orders alleged in this cause of action along with any allowable interest,
9 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
10 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

11 86. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
12 fees as well as interest under Labor Code section 218.6.

13 87. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **ELEVENTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **Individual and Representative Claim for PAGA penalties under California Labor Code** 19 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,** 20 **1174.5, 1194, 1197, 1198, 2802)**

21 **(Against all Defendants and all DOE Defendants)**

22 88. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 87, inclusive, of this Complaint as though fully set forth herein.

24 89. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
25 Defendants of the specific violations of the California Labor Code that Defendants
26 and DOE defendants have violated and continue to violate.

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

91. Plaintiff therefore has exhausted all administrative remedies required of him under

1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendants' violations of the
3 Labor Code.

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

10 93. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
11 violator and had one or more of the alleged violations committed against him, and therefore is
12 properly suited to represent the interests of other current and former employees, including all
13 hourly, non-exempt employees who worked for A-1 JAY's at any of their California locations
14 during the relevant PAGA period.

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

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

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

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

1 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid ...;

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

7 99. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
8 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
9 the following:

10 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
11 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802 via
12 2698 and 2699, and any other Labor Codes and Industrial Welfare Commission
13 Wage Orders (Order no. 4) violated based on the facts alleged in this Complaint.

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

18 **TWELFTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

20 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

21 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.

23 102. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties."

26 103. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
27 his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
28 of completing his job duties, which were not reimbursed by Defendants. These expenses

1 include, but are not limited to, the use of personal cell phones for work purposes as well as
2 mileage reimbursement for use of personal vehicles for work purposes.

3 104. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
4 and attorney's fees and costs, under Labor Code section 2802.

5 **THIRTEENTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE PERSONNEL RECORDS**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

10 106. Labor Code section 1198.5 dictates "every current and former employee, or his or her
11 representative, has the right to inspect and receive a copy of the personnel records that the
12 employer maintains relating to the employee's performance or to any grievance concerning the
13 employee."

14 107. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
15 shall make the contents of those personnel records available for inspection to the current or
16 former employee, or his or her representative, at reasonable intervals and at reasonable
17 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
18 personnel records when requested by Plaintiff via letter on November 8, 2021, as required by
19 law. Plaintiff requested his personnel records in accordance with California Labor Code
20 section 1198.5(k) on November 8, 2021, via U.S. certified mail, return receipt requested.

21 108. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
22 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
23 suffered and continues to suffer substantial losses related to Defendants' failure to provide
24 personnel records.

25 109. Plaintiff seeks all available remedies for Defendants' violations including, but not
26 limited penalties, and costs to the extent permitted by law and according to proof at trial.
27 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
28 in the amount of \$750.00, along with costs and attorney's fees.

FOURTEENTH CAUSE OF ACTION

1 **FAILURE TO PROVIDE PAY RECORDS**

2 **(Plaintiff against all named defendants and all DOE defendants)**

3 110. Plaintiff re-alleges and incorporates by reference each and every allegation in
4 paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.

5 111. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current
6 and former employees the right to inspect or copy records pertaining to their employment,
7 upon reasonable request to the employer...”

8 112. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who
9 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
10 pertaining to a current or former employee shall comply with the request as soon as
11 practicable, but no later than 21 calendar days from the date of the request.” On information
12 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
13 by Plaintiff via certified letter, return receipt requested, on November 8, 2021, and as required
14 by law. Plaintiff requested his pay records in accordance with California Labor Code section
15 226 on November 8, 2021, via certified mail. Defendant failed to provide Plaintiff with an
opportunity to inspect or copy his pay records within 21 days.

16 113. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
17 continues to suffer substantial losses related to Defendants' failure to provide pay records.
18 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
19 in the amount of \$750.00, along with costs and attorney’s fees.

20 114. Plaintiff seeks all available remedies for Defendants’ violations including, but not
21 limited penalties, and costs to the extent permitted by law and according to proof at trial.

22 **FIFTEENTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

24 **(California Business and Professions Code Section 17200)**

25 **(Plaintiff against All Defendants and all DOE defendants)**

26 115. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 114, inclusive, of this Complaint as though fully set forth herein.

28 116. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants

1 constitutes unfair and unlawful business practices under California Business and Professions
2 Code Section 17200, et seq.

3 117. Defendant's violations of California labor laws and the Labor Code, as alleged above
4 constitutes a business practice because it was done repeatedly over a significant period of time
5 in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
6 employees.

7 118. For the four years preceding the filing of this action, Plaintiff has suffered damages
8 and request damages and/or restitution of all monies and profits to be disgorged from
9 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of
10 this Court.

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

- 13 1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
- 14 2. For special and consequential damages to the extent allowed by law;
- 15 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
16 at trial;
- 17 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
18 subject to proof at trial;
- 19 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
20 proof at trial;
- 21 6. For restitution and disgorgement for all unfair business practices by corporate
22 Defendants against Plaintiff in an amount subject to proof at trial;
- 23 7. For an order enjoining corporate Defendants from further unfair and unlawful business
24 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 25 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 27 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
28 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

10. For maximum civil penalties available under the Labor Code and applicable Wage

Order against Defendants as described more particularly in the Complaint and

representative PAGA claim;

11. For all remedies available to Plaintiff under the applicable Wage Order and the

Labor Code including an award of unpaid wages, attorney's fees, costs, interest,

liquidated damages, penalties, and waiting time penalties according to proof

to the extent permitted by law;

12. For the imposition of civil penalties and/or statutory penalties;

13. For all interest as allowed by law;

14. For all costs and disbursements incurred in this suit;

15. Reasonable attorney's fees where available by law, including but not limited to,

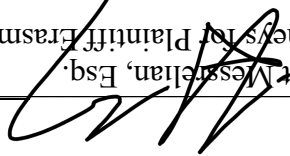
pursuant to Labor Code section 2698 et seq., and the California Labor Code

and/or other applicable laws;

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

MESSIRELIAN LAW INC.

DATED: February 15, 2022

By 
Harout Messirelian, Esq.
Attorneys for Plaintiff Erasmo Gomez

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

MESSIRELIAN LAW INC.

DATED: February 15, 2022

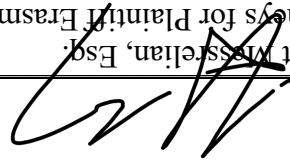
By 
Harout Messirelian, Esq.
Attorneys for Plaintiff Erasmo Gomez

EXHIBIT 5

1 **WILLIAM F. BURNS**, State Bar No. 121357
2 **LAW OFFICES OF WILLIAM F. BURNS**
3 **699 Peters Ave. St. Suite B**
4 **Pleasanton, California 94566-6650**
5 **(925) 461-4972 Tel.**
6 **(925) 462-0837 Fax.**
7 **wfburns@earthlink.net**

8 **Attorney for Defendant A1 Jay's Machining Inc.**
9 **& James Machathil**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SANTA CLARA**

12 **ERASMO GOMEZ,**

13 **Plaintiff,**

14 **v.**

15 **A-1 JAY'S MACHINING INC. , et al.,**

16 **Defendants.**

Case No. 22CV394795
DEFENDANTS' ANSWER TO
PLAINTIFF'S UNVERIFIED
COMPLAINT

17
18
19
20 **COMES NOW THE DEFENDANT , A-1 JAY'S MACHINING INC. and JAMES MACHATHIL,**
21 **who in answer to the unverified complaint of Plaintiff on file herein responds and alleges as follows:**

22 **GENERAL DENIAL**

23 Pursuant to Code of Civil Procedure Section 431.30(d) these answering Defendants deny
24 generally each and every allegation of the Plaintiff's complaint on file and further deny that Plaintiff has
25 sustained any damage, in any form, by reason of any conduct or omission on the part of these answering
26 Defendants.

27 WHEREFORE, Defendants, and each of them, pray for judgment as hereinafter set forth.

28 **DEFENDANTS' ANSWER TO UNVERIFIED COMPLAINT.**

1
2 **AFFIRMATIVE DEFENSES**

3 Until completion of discovery in this case a final determination cannot be made as to whether
4 Plaintiff's claims are barred in whole or in part by the following defenses and other matters not asserted
5 in these affirmative defenses. Defendants will rely upon all defenses lawfully available at the time of trial
6 and reserve the right to amend this Answer and Affirmative Defenses as necessary. Therefore, in order
7 to preserve and not waive such defenses and other matters, Defendants, jointly and severally, set forth
8 the following defenses, with the express reservation to amend this Answer to add such further Affirmative
9 Defenses.

10 **FIRST AFFIRMATIVE DEFENSE:**

11 1. Defendant is informed and believes and upon such information and belief alleges that the facts stated
12 in the Plaintiff's complaint and each of the causes of action stated therein fail to state facts sufficient to
13 state a cause of action against this answering Defendant.

14 **SECOND AFFIRMATIVE DEFENSE:**

15 2. Defendant is informed and believes and upon such information and belief alleges that Plaintiff made
16 a worker's compensation claim for an injury alleged to have occurred while employed with Defendant
17 and upon the completion of medical treatment Plaintiff was determined to have suffered a permanent
18 injury or injuries which precluded him from performing the essential job duties and as a result any
19 adverse employment action sustained by Plaintiff was justified.

20 **THIRD AFFIRMATIVE DEFENSE:**

21 3. Defendant is informed and believes and upon such information and belief alleges that the Plaintiff
22 has failed to take such steps, such that Plaintiff's damages, if any, were not mitigated or were increased
23 as a result of Plaintiff's conduct and by reason thereof, Plaintiff is barred, in whole or in part, from
24 recovery from Defendant.

25 **FOURTH AFFIRMATIVE DEFENSE:**

26 4. Defendants are informed and believe and upon such information and belief allege that Plaintiff's
27 complaint and each of the causes of action state there in is barred by the applicable statute of limitations,
28

DEFENDANTS' ANSWER TO UNVERIFIED COMPLAINT.

1 including but not limited to California Code of Civil Procedure sections 335.1 and 337, 338 and 339.

2 **FIFTH AFFIRMATIVE DEFENSE.**

3 5. Defendant is informed and believes and upon such information and belief alleges that Plaintiff's
4 complaint and each of the causes of action state there in are barred by Plaintiff's failure to exhaust his
5 administrative remedies, which are a prerequisite to maintaining of Plaintiff's action.

6 **SIXTH AFFIRMATIVE DEFENSE.**

7 6 Defendant is informed and believes and upon such information and belief alleges that Plaintiff
8 himself engaged in inequitable conduct with reference to the matters alleged in the complaint and such
9 inequitable conduct bars recovery under the equitable doctrine of unclean hands.

10 **TENTH AFFIRMATIVE DEFENSE.**

11 7.. Defendant is informed and believes and upon such information and belief alleges that Plaintiff
12 himself through his acts, deeds and conduct, caused the defendants to change their respective position
13 to their detriment and prejudice and that Plaintiff's equitable claims are barred by the doctrine of estoppel.

14 WHEREFORE, this answering Defendant prays as follows:

- 15 1. That Plaintiff take nothing by way of the complaint on file;
- 16 2. For costs of suit incurred herein;
- 17 3. For such other and further relief as the court deems just and proper.

18 Date: APRIL 19, 2022

LAW OFFICES OF WILLIAM F. BURNS

19 
20 William F. Burns, Esq. Attorney for Defendant
A-1 Jay's Machining Inc. & James Machathil

1 **PROOF OF SERVICE**

2 I, William F. Burns. declare:

3 I am employed in Alameda County, State of California, am over the age of eighteen years,
4 and not a party to the within action. My business address is 699 Peters Ave, Suite B Pleasanton,
5 California 94566. I am readily familiar with the business practice for collection and processing of
correspondence for mailing with the United States Postal Service. On APRIL 19, 2022, I
served the within:

6 DEFENDANTS' ANSWER TO COMPLAINT
7 DEFENDANT A-1 JAYS FIRST SET OF SPECIAL INTERROGATORIES
TO PLAINTIFF (1-21)

8 upon the parties in this action by placing a true copy thereof in a sealed envelope, and each envelope
9 addressed as follows:

10 MR. HAROUT MESSRELIAN
11 MESRELLIAN LAW INC/
500 N. CENTRAL AVE. STE 840
12 GLENDALE, CA 91203

13 ☒ I caused each such envelope to be served by depositing same, with postage thereon fully
14 prepaid, in the United States Postal Service at Pleasanton, California

15 ☒ (via email) I caused the document to be service via email to each party as follows as
indicated above.

16 ☐ (By Personal Service) I caused each such envelope to be delivered by leaving at the office of
17 the addressee above.

18 I declare under penalty of perjury that the foregoing is true and correct and that this declaration was
19 executed on APRIL 19, 2022 at Pleasanton, California.

20
21 
22 WILLIAM F. BURNS
23
24
25
26
27
28

EXHIBIT 6

ERASMO GOMEZ v. A-1 JAY's - ATTORNEY WORK HOURS

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
10/7/2021	Harout Messrelian	Read email with new client lead	0.1	\$600.00	(11th year)	\$ 60.00
10/7/2021	Harout Messrelian	Sent email to secretary with new client lead info	0.1	\$600.00	(11th year)	\$ 60.00
10/8/2021	Harout Messrelian	Read email from secretary re setting up client intake call	0.1	\$600.00	(11th year)	\$ 60.00
10/11/2021	Harout Messrelian	Read email from secretary with client intake sheet attached; reviewed client	0.3	\$600.00	(11th year)	\$ 180.00
10/11/2021	Harout Messrelian	Sent email to secretary re question client had	0.1	\$600.00	(11th year)	\$ 60.00
10/15/2021	Harout Messrelian	Sent email to secretary to follow up with client re pay stub and answers to additional questions	0.1	\$600.00	(11th year)	\$ 60.00
10/15/2021	Harout Messrelian	Sent email to secretary to follow up with client re pay stub and answers to additional questions	0.1	\$600.00	(11th year)	\$ 60.00
10/15/2021	Harout Messrelian	Sent email to secretary to follow up with client re pay stub and answers to additional questions	0.1	\$600.00	(11th year)	\$ 60.00
10/15/2021	Harout Messrelian	Read email from secretary re further client intake	0.1	\$600.00	(11th year)	\$ 60.00
10/15/2021	Harout Messrelian	Read email from legal assistant re client calling the office	0.1	\$600.00	(11th year)	\$ 60.00
10/18/2021	Harout Messrelian	Sent email to legal assistant re additional info needed from client	0.1	\$600.00	(11th year)	\$ 60.00
10/18/2021	Harout Messrelian	Read email from legal assistant re client not having sent pay stubs yet	0.1	\$600.00	(11th year)	\$ 60.00
10/18/2021	Harout Messrelian	Read email from secretary re following up with client for additional information	0.1	\$600.00	(11th year)	\$ 60.00
10/18/2021	Harout Messrelian	Read email from secretary re not getting a hold of client	0.1	\$600.00	(11th year)	\$ 60.00
10/18/2021	Harout Messrelian	Read email from secretary re whether taking the case	0.1	\$600.00	(11th year)	\$ 60.00
10/18/2021	Harout Messrelian	Sent email to secretary re needing pay stub from client for further investigation	0.1	\$600.00	(11th year)	\$ 60.00
10/18/2021	Harout Messrelian	Read email from secretary with additional intake info	0.1	\$600.00	(11th year)	\$ 60.00
10/18/2021	Harout Messrelian	Sent email to secretary re additional client intake info	0.1	\$600.00	(11th year)	\$ 60.00
10/19/2021	Harout Messrelian	Read email from secretary re client workers comp issue	0.1	\$600.00	(11th year)	\$ 60.00
10/19/2021	Harout Messrelian	Sent email to secretary re client workers comp issue	0.1	\$600.00	(11th year)	\$ 60.00
10/19/2021	Harout Messrelian	Read email from secretary with client pay stub attached	0.1	\$600.00	(11th year)	\$ 60.00
10/19/2021	Harout Messrelian	Sent email to secretary re whether client wanted to move forward with case	0.1	\$600.00	(11th year)	\$ 60.00
10/19/2021	Harout Messrelian	Sent email to secretary re client sending clearer copy of pay stub	0.1	\$600.00	(11th year)	\$ 60.00
10/19/2021	Harout Messrelian	Read email from secretary with another photo of client pay stub attached	0.1	\$600.00	(11th year)	\$ 60.00
10/22/2021	Harout Messrelian	Sent email to secretary re client's pay stub	0.1	\$600.00	(11th year)	\$ 60.00
10/25/2021	Harout Messrelian	Read email from secretary with another copy of client's pay stub attached	0.1	\$600.00	(11th year)	\$ 60.00
10/25/2021	Harout Messrelian	Researched defendant company on secretary of state website and through PAGA	0.3	\$600.00	(11th year)	\$ 180.00
10/25/2021	Harout Messrelian	Sent email to secretary re whether client wanted to move forward with case	0.1	\$600.00	(11th year)	\$ 60.00
10/25/2021	Harout Messrelian	Read email from secretary re client wanting to move forward with legal action	0.1	\$600.00	(11th year)	\$ 60.00
10/25/2021	Harout Messrelian	Sent email to secretary re client wanting to move forward with legal action	0.1	\$600.00	(11th year)	\$ 60.00
10/25/2021	Harout Messrelian	Sent email to secretary re getting client information to mail retainer agreement	0.1	\$600.00	(11th year)	\$ 60.00
10/25/2021	Harout Messrelian	Read email from legal assistant re sending retainer electronically to client	0.1	\$600.00	(11th year)	\$ 60.00
10/25/2021	Harout Messrelian	Read email from secretary that client wants retainer mailed	0.1	\$600.00	(11th year)	\$ 60.00
10/25/2021	Harout Messrelian	Read email from legal assistant to secretary with directions re mailing retainer to	0.1	\$600.00	(11th year)	\$ 60.00
10/28/2021	Harout Messrelian	Read email from secretary that client received retainer via email	0.1	\$600.00	(11th year)	\$ 60.00
10/28/2021	Harout Messrelian	Read email from legal assistant re making sure client signed both English and Spanish version of retainer	0.1	\$600.00	(11th year)	\$ 60.00
10/28/2021	Harout Messrelian	Read email from secretary re client signing both English and Spanish version of	0.1	\$600.00	(11th year)	\$ 60.00
10/28/2021	Harout Messrelian	Read email from secretary re client signing both English and Spanish version of	0.1	\$600.00	(11th year)	\$ 60.00
10/29/2021	Harout Messrelian	Read email from secretary with attached photo of client's signature on retainer	0.1	\$600.00	(11th year)	\$ 60.00
10/29/2021	Harout Messrelian	Read email from legal assistant to secretary to make new file for client	0.1	\$600.00	(11th year)	\$ 60.00
10/29/2021	Harout Messrelian	Read email from secretary re making new client file	0.1	\$600.00	(11th year)	\$ 60.00
11/2/2021	Harout Messrelian	Read email from secretary confirming that new client physical file and dropbox	0.1	\$600.00	(11th year)	\$ 60.00
11/5/2021	Harout Messrelian	Sent email to secretary re retainer agreement	0.1	\$600.00	(11th year)	\$ 60.00
11/5/2021	Harout Messrelian	Read email from secretary re retainer agreement	0.1	\$600.00	(11th year)	\$ 60.00
11/5/2021	Harout Messrelian	Read email from secretary with copy of signed retainer agreement attached	0.1	\$600.00	(11th year)	\$ 60.00
11/5/2021	Harout Messrelian	Read email from legal assistant re client's physical file	0.1	\$600.00	(11th year)	\$ 60.00
11/5/2021	Harout Messrelian	Sent email to secretary re client's physical file	0.1	\$600.00	(11th year)	\$ 60.00
11/5/2021	Harout Messrelian	Read email from secretary re client's physical file	0.1	\$600.00	(11th year)	\$ 60.00
11/8/2021	Harout Messrelian	Drafted and filed PAGA notice and request for employee file request; got PAGA notice ready for certified mailing	1.2	\$600.00	(11th year)	\$ 720.00
11/8/2021	Harout Messrelian	Read email from LWDA re confirmation of receipt of PAGA notice on case	0.1	\$600.00	(11th year)	\$ 60.00
11/23/2021	Harout Messrelian	Sent email to secretary re client calling my cell phone	0.1	\$600.00	(11th year)	\$ 60.00
11/23/2021	Harout Messrelian	Read email from secretary re client calling my cell phone	0.1	\$600.00	(11th year)	\$ 60.00
11/23/2021	Harout Messrelian	Sent email to secretary re client calling my cell phone	0.1	\$600.00	(11th year)	\$ 60.00
11/23/2021	Harout Messrelian	Read email from secretary re client calling my cell phone	0.1	\$600.00	(11th year)	\$ 60.00
11/23/2021	Harout Messrelian	Sent email to secretary re client calling my cell phone	0.1	\$600.00	(11th year)	\$ 60.00
11/23/2021	Harout Messrelian	Read email from secretary re client receiving legal correspondence via text	0.1	\$600.00	(11th year)	\$ 60.00
12/1/2021	Harout Messrelian	Sent email to secretary re providing update to client re case status	0.1	\$600.00	(11th year)	\$ 60.00
12/1/2021	Harout Messrelian	Read email from legal assistant to secretary re providing client with case update	0.1	\$600.00	(11th year)	\$ 60.00
12/16/2021	Harout Messrelian	Read email from secretary re client calling to get update on case	0.1	\$600.00	(11th year)	\$ 60.00
12/16/2021	Harout Messrelian	Sent email to secretary re update to provide client	0.1	\$600.00	(11th year)	\$ 60.00
12/28/2021	Harout Messrelian	Read email from secretary re client calling to get update on case	0.1	\$600.00	(11th year)	\$ 60.00
12/28/2021	Harout Messrelian	Sent email to secretary re update to provide client	0.1	\$600.00	(11th year)	\$ 60.00
12/28/2021	Harout Messrelian	Read email from secretary re providing client with update on case status	0.1	\$600.00	(11th year)	\$ 60.00
12/30/2021	Harout Messrelian	Sent email to legal assistant re noting 65 day time period after PAGA notice sent	0.1	\$600.00	(11th year)	\$ 60.00
1/12/2022	Harout Messrelian	Sent email to secretary to get client authority to file lawsuit	0.1	\$600.00	(12th year)	\$ 60.00
1/13/2022	Harout Messrelian	Read response email from secretary re client not responding yet re authority to	0.1	\$600.00	(12th year)	\$ 60.00
1/13/2022	Harout Messrelian	Sent email to secretary re getting client authority to file lawsuit	0.1	\$600.00	(12th year)	\$ 60.00

1/13/2022	Harout Messrelian	Read email from secretary that client gave authority to file lawsuit	0.1	\$600.00	(12th year)	\$ 60.00
1/16/2022	Harout Messrelian	Drafted complaint in case pending one more review	1.7	\$600.00	(12th year)	\$ 1,020.00
1/20/2022	Harout Messrelian	Reviewed complaint once more before sending out for filing	0.3	\$600.00	(12th year)	\$ 180.00
1/20/2022	Harout Messrelian	Sent email to legal assistant re filing complaint in Santa Clara Court with complaint attached to email	0.1	\$600.00	(12th year)	\$ 60.00
2/15/2022	Harout Messrelian	Read email from secretary re client calling for update on case	0.1	\$600.00	(12th year)	\$ 60.00
2/15/2022	Harout Messrelian	Read email from legal assistant to secretary re client calling for update on case	0.1	\$600.00	(12th year)	\$ 60.00
2/15/2022	Harout Messrelian	Read email from secretary re client calling for update on case	0.1	\$600.00	(12th year)	\$ 60.00
2/15/2022	Harout Messrelian	Sent email to legal assistant re making sure complaint was filed	0.1	\$600.00	(12th year)	\$ 60.00
2/22/2022	Harout Messrelian	Read email from legal assistant that complaint was filed but pending conformed	0.1	\$600.00	(12th year)	\$ 60.00
2/22/2022	Harout Messrelian	Read email from legal assistant that complaint was filed but pending conformed	0.1	\$600.00	(12th year)	\$ 60.00
2/28/2022	Harout Messrelian	Sent email to legal assistant re following up to make sure that complaint gets	0.1	\$600.00	(12th year)	\$ 60.00
3/1/2022	Harout Messrelian	Read email from legal assistant that lawsuit not conformed yet	0.1	\$600.00	(12th year)	\$ 60.00
3/2/2022	Harout Messrelian	Read email from legal assistant re lawsuit being accepted and conformed by court	0.1	\$600.00	(12th year)	\$ 60.00
3/17/2022	Harout Messrelian	Read email from secretary re client calling to get update on case	0.1	\$600.00	(12th year)	\$ 60.00
3/17/2022	Harout Messrelian	Read email from legal assistant to secretary re providing client with case update	0.1	\$600.00	(12th year)	\$ 60.00
3/17/2022	Harout Messrelian	Read email from secretary re question client had	0.1	\$600.00	(12th year)	\$ 60.00
3/17/2022	Harout Messrelian	Sent email to secretary answering client's question	0.1	\$600.00	(12th year)	\$ 60.00
4/7/2022	Harout Messrelian	Read email from secretary re client calling about case update	0.1	\$600.00	(12th year)	\$ 60.00
4/7/2022	Harout Messrelian	Read email from legal assistant re next hearing being on July 12, 2022	0.1	\$600.00	(12th year)	\$ 60.00
4/7/2022	Harout Messrelian	Read email from secretary re providing client with update on case status	0.1	\$600.00	(12th year)	\$ 60.00
4/13/2022	Harout Messrelian	Read email from defense counsel with letter of rep attached	0.1	\$600.00	(12th year)	\$ 60.00
4/13/2022	Harout Messrelian	Sent email to legal assistant to respond to defense counsel's request for extension to respond to the complaint	0.1	\$600.00	(12th year)	\$ 60.00
4/13/2022	Harout Messrelian	Read email from legal assistant re granting defense counsel's request for extension to respond to complaint	0.1	\$600.00	(12th year)	\$ 60.00
4/19/2022	Harout Messrelian	Read email from defense counsel with answer and special interrogatories	0.1	\$600.00	(12th year)	\$ 60.00
4/19/2022	Harout Messrelian	Sent email to legal assistant re defendant propounding discovery requests	0.1	\$600.00	(12th year)	\$ 60.00
4/20/2022	Harout Messrelian	Read email from defense counsel with Dropbox link attached for documents concerning Plaintiff; forwarded email to legal assistant	0.1	\$600.00	(12th year)	\$ 60.00
4/20/2022	Harout Messrelian	Read email from legal assistant to defense counsel re service list and setting up a call between counsel	0.1	\$600.00	(12th year)	\$ 60.00
4/25/2022	Harout Messrelian	Reviewed Defendant's answer and propounded written discovery	0.2	\$600.00	(12th year)	\$ 120.00
4/25/2022	Harout Messrelian	Had call with defense counsel regarding the case and the next steps	0.2	\$600.00	(12th year)	\$ 120.00
4/25/2022	Harout Messrelian	Read email from legal assistant re result of call with defense counsel Mr. Burns	0.1	\$600.00	(12th year)	\$ 60.00
4/25/2022	Harout Messrelian	Sent email to legal assistant re results of call with defense counsel	0.1	\$600.00	(12th year)	\$ 60.00
5/10/2022	Harout Messrelian	Sent informal discovery requests via email to defense counsel	0.2	\$600.00	(12th year)	\$ 120.00
5/10/2022	Harout Messrelian	Sent email to legal assistant re calendaring our responses to written discovery	0.1	\$600.00	(12th year)	\$ 60.00
5/10/2022	Harout Messrelian	Read email from legal assistant re calendaring our responses to written discovery	0.1	\$600.00	(12th year)	\$ 60.00
5/10/2022	Harout Messrelian	Sent email to legal assistant re calendaring our responses to written discovery	0.1	\$600.00	(12th year)	\$ 60.00
5/10/2022	Harout Messrelian	Read email from legal assistant re calendaring our responses to written discovery	0.1	\$600.00	(12th year)	\$ 60.00
5/11/2022	Harout Messrelian	Read email from defense counsel re being in receipt of informal discovery list	0.1	\$600.00	(12th year)	\$ 60.00
5/22/2022	Harout Messrelian	Received email notification re out discovery responses due	0.1	\$600.00	(12th year)	\$ 60.00
5/22/2022	Harout Messrelian	Read email from legal assistant to defense counsel re staying formal discovery	0.1	\$600.00	(12th year)	\$ 60.00
5/22/2022	Harout Messrelian	Sent email to legal assistant re extension on our discovery responses	0.1	\$600.00	(12th year)	\$ 60.00
5/23/2022	Harout Messrelian	Read email from legal assistant re staying formal discovery pending informal discovery exchange	0.1	\$600.00	(12th year)	\$ 60.00
5/31/2022	Harout Messrelian	Received flash drive in email from defense counsel with aggrieved employee list among other items	0.1	\$600.00	(12th year)	\$ 60.00
6/16/2022	Harout Messrelian	Read email from Maralle re getting up to speed on the case moving forward	0.1	\$600.00	(12th year)	\$ 60.00
6/16/2022	Harout Messrelian	Read email from legal assistant to Maralle re getting up to speed on the case	0.1	\$600.00	(12th year)	\$ 60.00
6/16/2022	Harout Messrelian	Sent Maralle initial Dropbox link provided by defense counsel	0.1	\$600.00	(12th year)	\$ 60.00
6/22/2022	Harout Messrelian	Read email from Maralle re CMC and CMS; reviewed CMS draft	0.2	\$600.00	(12th year)	\$ 120.00
6/22/2022	Harout Messrelian	Sent email to Maralle re corrections to CMS	0.1	\$600.00	(12th year)	\$ 60.00
6/22/2022	Harout Messrelian	Read email from legal assistant re filing CMS	0.1	\$600.00	(12th year)	\$ 60.00
6/22/2022	Harout Messrelian	Read email from filing service re filing of CMS and notice of posting jury fees	0.1	\$600.00	(12th year)	\$ 60.00
6/22/2022	Harout Messrelian	Read email from defense counsel with Defendant's CMS attached; reviewed Defendant's CMS	0.1	\$600.00	(12th year)	\$ 60.00
6/22/2022	Harout Messrelian	Read email from legal assistant to defense counsel with Plaintiff's CMS attached	0.1	\$600.00	(12th year)	\$ 60.00
6/22/2022	Harout Messrelian	Read email from legal assistant to defense counsel re Plaintiff's notice of posting	0.1	\$600.00	(12th year)	\$ 60.00
6/27/2022	Harout Messrelian	Sent email to legal assistant re confirming filing of CMS	0.1	\$600.00	(12th year)	\$ 60.00
6/27/2022	Harout Messrelian	Read email from legal assistant re confirming filing of CMS	0.1	\$600.00	(12th year)	\$ 60.00
7/6/2022	Harout Messrelian	Read email from Maralle re handling upcoming CMC	0.1	\$600.00	(12th year)	\$ 60.00
7/6/2022	Harout Messrelian	Sent email to Maralle re handling upcoming CMC	0.1	\$600.00	(12th year)	\$ 60.00
7/6/2022	Harout Messrelian	Read email from legal assistant re upcoming CMC hearing	0.1	\$600.00	(12th year)	\$ 60.00
7/6/2022	Harout Messrelian	Sent email to legal assistant re upcoming CMC hearing	0.1	\$600.00	(12th year)	\$ 60.00
7/7/2022	Harout Messrelian	Sent email to legal assistant re informal sampling data provided by defense	0.1	\$600.00	(12th year)	\$ 60.00
7/11/2022	Harout Messrelian	Read email from Courtcall with confirmation for CMC hearing appearance	0.1	\$600.00	(12th year)	\$ 60.00
7/11/2022	Harout Messrelian	Sent email to legal assistant re court call hearing info	0.1	\$600.00	(12th year)	\$ 60.00
7/12/2022	Harout Messrelian	Attended CMC hearing	0.3	\$600.00	(12th year)	\$ 180.00
7/12/2022	Harout Messrelian	Sent email to Maralle and legal assistant with results of hearing and continued CMC date of 11/1/22	0.1	\$600.00	(12th year)	\$ 60.00
7/12/2022	Harout Messrelian	read email from legal assistant to defense counsel about informal discovery	0.1	\$600.00	(12th year)	\$ 60.00
7/12/2022	Harout Messrelian	Sent email to legal assistant re next steps on case	0.1	\$600.00	(12th year)	\$ 60.00
7/12/2022	Harout Messrelian	Read email from legal assistant re informal production by defense to date	0.1	\$600.00	(12th year)	\$ 60.00

7/13/2022	Harout Messrelian	read email from defense counsel re informal discovery	0.1	\$600.00	(12th year)	\$ 60.00
7/13/2023	Harout Messrelian	read email from legal assistant re sample selection	0.1	\$600.00	(12th year)	\$ 60.00
7/18/2022	Harout Messrelian	read follow up email from legal assistant re sample selection	0.1	\$600.00	(12th year)	\$ 60.00
7/20/2022	Harout Messrelian	meeting at office with Maralle about case status	0.3	\$600.00	(12th year)	\$ 180.00
7/28/2022	Harout Messrelian	Read email from legal assistant to data analyst with informal sampling	0.1	\$600.00	(12th year)	\$ 60.00
7/29/2022	Harout Messrelian	read email from legal assistant re USB drive mailed by defense counsel	0.1	\$600.00	(12th year)	\$ 60.00
7/30/2022	Harout Messrelian	read email from defense counsel re discovery	0.1	\$600.00	(12th year)	\$ 60.00
7/31/2022	Harout Messrelian	read email from legal assistant to defense counsel re informal discovery	0.1	\$600.00	(12th year)	\$ 60.00
8/2/2022	Harout Messrelian	read email from legal assistant to defense counsel re informal discovery	0.1	\$600.00	(12th year)	\$ 60.00
8/10/2022	Harout Messrelian	Read email from legal assistant to data analyst re downloading data	0.1	\$600.00	(12th year)	\$ 60.00
8/10/2022	Harout Messrelian	Read email from data analyst re downloading data	0.1	\$600.00	(12th year)	\$ 60.00
8/10/2022	Harout Messrelian	Read email from legal assistant to data analyst with new dropbox link for data	0.1	\$600.00	(12th year)	\$ 60.00
8/11/2022	Harout Messrelian	Read email from legal assistant to data analyst re due date for analysis	0.1	\$600.00	(12th year)	\$ 60.00
8/11/2022	Harout Messrelian	Read email from data analyst to legal assistant re due date for data analysis	0.1	\$600.00	(12th year)	\$ 60.00
8/11/2022	Harout Messrelian	Read email from legal assistant to defense counsel re providing a demand in the next few weeks	0.1	\$600.00	(12th year)	\$ 60.00
9/1/2022	Harout Messrelian	Sent email to legal assistant re informal information provided by defense counsel	0.1	\$600.00	(12th year)	\$ 60.00
9/1/2022	Harout Messrelian	Read email from legal assistant to defense counsel re informal information provided by defense	0.1	\$600.00	(12th year)	\$ 60.00
9/1/2022	Harout Messrelian	Sent email to legal assistant re informal information provided by defense counsel	0.1	\$600.00	(12th year)	\$ 60.00
9/1/2022	Harout Messrelian	Reviewed all documents sent in case; reviewed data analyst results; did calculations and sent email to defense counsel with settlement demand figure	1.0	\$600.00	(12th year)	\$ 600.00
9/2/2022	Harout Messrelian	read letter from defense counsel re response to demand	0.2	\$600.00	(12th year)	\$ 120.00
9/2/2022	Harout Messrelian	Sent email to legal assistant re calendaring our discovery responses deadline	0.1	\$600.00	(12th year)	\$ 60.00
9/2/2022	Harout Messrelian	Read email from legal assistant re calculating our discovery responses deadline	0.1	\$600.00	(12th year)	\$ 60.00
9/2/2022	Harout Messrelian	read email from legal assistant to defense counsel about resuming discovery/discovery extension	0.1	\$600.00	(12th year)	\$ 60.00
9/2/2022	Harout Messrelian	Read email from legal assistant regarding Defendant's response to demand	0.1	\$600.00	(12th year)	\$ 60.00
10/3/2022	Harout Messrelian	read email from legal assistant and defense counsel re discovery responses	0.1	\$600.00	(12th year)	\$ 60.00
10/3/2022	Harout Messrelian	emailed Maralle and legal assistant re discovery extension	0.1	\$600.00	(12th year)	\$ 60.00
10/6/2022	Harout Messrelian	read email from legal assistant re discovery deadline	0.1	\$600.00	(12th year)	\$ 60.00
10/6/2022	Harout Messrelian	email exchange with Maralle & legal assistant re discovery responses	0.1	\$600.00	(12th year)	\$ 60.00
10/7/2022	Harout Messrelian	read email from defense counsel re discovery extension	0.1	\$600.00	(12th year)	\$ 60.00
10/16/2022	Harout Messrelian	read email from Maralle re CMC statement	0.1	\$600.00	(12th year)	\$ 60.00
10/16/2022	Harout Messrelian	review Maralle drafts of discovery to propound	0.5	\$600.00	(12th year)	\$ 300.00
10/18/2022	Harout Messrelian	read email from Maralle to legal assistant re CMC filing	0.1	\$600.00	(12th year)	\$ 60.00
10/18/2022	Harout Messrelian	sent email to Maralle re reviewing discovery responses	0.2	\$600.00	(12th year)	\$ 120.00
10/19/2022	Harout Messrelian	read emails between Maralle & legal assistant re discovery responses and propounding discovery	0.1	\$600.00	(12th year)	\$ 60.00
11/1/2022	Harout Messrelian	read email from Maralle re CMC hearing	0.1	\$600.00	(12th year)	\$ 60.00
2/24/2023	Harout Messrelian	read email from Maralle re CMC statement	0.1	\$650.00	(13th year)	\$ 65.00
3/8/2023	Harout Messrelian	read email from legal assistant re court department change for the CMC	0.1	\$650.00	(13th year)	\$ 65.00
3/14/2023	Harout Messrelian	read email from Maralle about CMC hearing notes	0.1	\$650.00	(13th year)	\$ 65.00
3/14/2023	Harout Messrelian	read email from Maralle to defense counsel re trial availability and proposed mediator names	0.1	\$650.00	(13th year)	\$ 65.00
3/14/2023	Harout Messrelian	email exchange with Maralle about proposed mediators	0.1	\$650.00	(13th year)	\$ 65.00
3/28/2022	Harout Messrelian	read email from Maralle to defense counsel re mediators	0.1	\$650.00	(13th year)	\$ 65.00
3/28/2023	Harout Messrelian	read email from legal assistant requesting case update for client;	0.1	\$650.00	(13th year)	\$ 65.00
3/28/2023	Harout Messrelian	read email from Maralle to legal assistant re case status	0.1	\$650.00	(13th year)	\$ 65.00
4/3/2023	Harout Messrelian	read email from Maralle to defense counsel re proposed mediators	0.1	\$650.00	(13th year)	\$ 65.00
4/5/2023	Harout Messrelian	review defense counsel's list of proposed mediators	0.1	\$650.00	(13th year)	\$ 65.00
4/5/2023	Harout Messrelian	email exchange with Maralle re proposed mediators by defense counsel	0.1	\$650.00	(13th year)	\$ 65.00
4/6/2023	Harout Messrelian	read email from Maralle to defense counsel re: Justice Lambden	0.1	\$650.00	(13th year)	\$ 65.00
4/7/2023	Harout Messrelian	read email from Maralle Justice Lambden case manager re mediation availability	0.1	\$650.00	(13th year)	\$ 65.00
4/7/2023	Harout Messrelian	read email from Maralle to defense counsel re mediator availability & tolling discovery deadlines	0.1	\$650.00	(13th year)	\$ 65.00
4/7/2023	Harout Messrelian	read email from Justice Lambden's case manager re fees + availability	0.1	\$650.00	(13th year)	\$ 65.00
4/9/2023	Harout Messrelian	read email from Maralle to legal assistant re mediation scheduling	0.1	\$650.00	(13th year)	\$ 65.00
4/15/2023	Harout Messrelian	read email from defense counsel to mediator case manager re mediation	0.1	\$650.00	(13th year)	\$ 65.00
4/15/2023	Harout Messrelian	read email from Maralle to legal assistant re availability	0.1	\$650.00	(13th year)	\$ 65.00
5/10/2023	Harout Messrelian	read email from legal assistant re paying mediation invoice	0.1	\$650.00	(13th year)	\$ 65.00
6/7/2023	Harout Messrelian	read email from Maralle about mediation	0.1	\$650.00	(13th year)	\$ 65.00
6/9/2023	Harout Messrelian	email exchange with Maralle about PAGA exposure calculations and extrapolation	0.2	\$650.00	(13th year)	\$ 130.00
6/10/2023	Harout Messrelian	review mediation statement	0.2	\$650.00	(13th year)	\$ 130.00
6/10/2023	Harout Messrelian	read Maralle email to mediator and case manager re mediation statement	0.1	\$650.00	(13th year)	\$ 65.00
6/10/2023	Harout Messrelian	read email from defense counsel to case manager	0.1	\$650.00	(13th year)	\$ 65.00
6/15/2023	Harout Messrelian	full day mediation with Justice Lambden, including reviewing the mediator's	7.8	\$650.00	(13th year)	\$ 5,070.00
6/19/2023	Harout Messrelian	emailed Justice Lambden re mediation follow up	0.2	\$650.00	(13th year)	\$ 130.00
6/22/2023	Harout Messrelian	review Defendant's CMC statement	0.1	\$650.00	(13th year)	\$ 65.00
6/22/2023	Harout Messrelian	read email from Maralle re Plaintiff's CMC statement	0.1	\$650.00	(13th year)	\$ 65.00
6/22/2023	Harout Messrelian	read email from Maralle to defense counsel re trial dates	0.1	\$650.00	(13th year)	\$ 65.00
6/22/2023	Harout Messrelian	read email from defense counsel re trial dates and duration of trial	0.1	\$650.00	(13th year)	\$ 65.00
6/23/2023	Harout Messrelian	read email from Maralle to defense counsel re trial dates/length of trial	0.1	\$650.00	(13th year)	\$ 65.00
6/23/2023	Harout Messrelian	read email from Maralle re CMC statement	0.1	\$650.00	(13th year)	\$ 65.00
7/6/2023	Harout Messrelian	read email from defense counsel re settlement	0.1	\$650.00	(13th year)	\$ 65.00

7/6/2023	Harout Messrelian	read email from Maralle re settlement communications and next steps	0.1	\$650.00	(13th year)	\$ 65.00
7/6/2023	Harout Messrelian	sent email to defense counsel re settlement & next steps	0.1	\$650.00	(13th year)	\$ 65.00
7/9/2023	Harout Messrelian	read email from Maralle; reviewed settlement agreement drafts	0.6	\$650.00	(13th year)	\$ 390.00
7/9/2023	Harout Messrelian	read email from Maralle to settlement administrators re bid requests	0.1	\$650.00	(13th year)	\$ 65.00
7/9/2023	Harout Messrelian	read email from Maralle about bid requests	0.1	\$650.00	(13th year)	\$ 65.00
7/10/2023	Harout Messrelian	review settlement administration quotes	0.1	\$650.00	(13th year)	\$ 65.00
7/10/2023	Harout Messrelian	read Maralle email to defense counsel re final settlement agreements	0.1	\$650.00	(13th year)	\$ 65.00
7/11/2023	Harout Messrelian	read email from Maralle to complex clerk about complex designation	0.1	\$650.00	(13th year)	\$ 65.00
7/12/2023	Harout Messrelian	read email from Santa Clara complex clerk about case reassignment	0.1	\$650.00	(13th year)	\$ 65.00
7/13/2023	Harout Messrelian	read email from Santa Clara complex clerk about complex reassignment	0.1	\$650.00	(13th year)	\$ 65.00
7/17/2023	Harout Messrelian	review defense counsel's redlines to settlement agreement	0.1	\$650.00	(13th year)	\$ 65.00
7/17/2023	Harout Messrelian	read email from Maralle about settlement redlines by defense	0.1	\$650.00	(13th year)	\$ 65.00
7/18/2023	Harout Messrelian	read email from Maralle to defense re signatures and hearing dates	0.1	\$650.00	(13th year)	\$ 65.00
7/19/2023	Harout Messrelian	read email from Simpluris project manager	0.1	\$650.00	(13th year)	\$ 65.00
7/19/2023	Harout Messrelian	read emails from Maralle to settlement administrators concerning updated bids	0.1	\$650.00	(13th year)	\$ 65.00
7/19/2023	Harout Messrelian	email exchange with Maralle about PAGA motion hearing date	0.1	\$650.00	(13th year)	\$ 65.00
7/19/2023	Harout Messrelian	read Maralle email to complex clerk about PAGA motion hearing date	0.1	\$650.00	(13th year)	\$ 65.00
7/20/2023	Harout Messrelian	read email from complex clerk about PAGA hearing dates	0.1	\$650.00	(13th year)	\$ 65.00
7/20/2023	Harout Messrelian	read email from Maralle to complex clerk about PAGA Motion hearing date	0.1	\$650.00	(13th year)	\$ 65.00
7/20/2023	Harout Messrelian	read email from Maralle to complex clerk about CMC	0.1	\$650.00	(13th year)	\$ 65.00
7/20/2023	Harout Messrelian	read email from clerk about CMC staying on calendar	0.1	\$650.00	(13th year)	\$ 65.00
7/21/2023	Harout Messrelian	read email from Maralle to legal assistant about client signature for settlement	0.1	\$650.00	(13th year)	\$ 65.00
7/21/2023	Harout Messrelian	read emails from Maralle and legal assistant about obtaining client signature	0.1	\$650.00	(13th year)	\$ 65.00
7/27/2023	Harout Messrelian	read email from legal assistant about client signature	0.1	\$650.00	(13th year)	\$ 65.00
7/31/2023	Harout Messrelian	read email from defense counsel about timing of funding of settlement	0.1	\$650.00	(13th year)	\$ 65.00
7/31/2023	Harout Messrelian	email exchange with Maralle about the funding and change in settlement	0.2	\$650.00	(13th year)	\$ 130.00
8/7/2023	Harout Messrelian	email exchanges with Maralle about defense proposed settlement agreement	0.3	\$650.00	(13th year)	\$ 195.00
8/7/2023	Harout Messrelian	read email from Maralle to secretary about informing client about change in funding timeline on settlement and obtaining authorization to proceed	0.1	\$650.00	(13th year)	\$ 65.00
8/8/2023	Harout Messrelian	read email from Maralle to secretary re client autho re settlement	0.1	\$650.00	(13th year)	\$ 65.00
8/8/2023	Harout Messrelian	read email from legal assistant about receiving client's authorization to move	0.1	\$650.00	(13th year)	\$ 65.00
8/8/2023	Harout Messrelian	Read email from Maralle to defense counsel with attached signed settlement	0.1	\$650.00	(13th year)	\$ 65.00
8/16/2023	Harout Messrelian	Read email from Maralle re PAGA approval motion	0.1	\$650.00	(13th year)	\$ 65.00
8/17/2023	Harout Messrelian	Read email from Maralle re Client Declaration	0.1	\$650.00	(13th year)	\$ 65.00
8/18/2023	Harout Messrelian	Read email from secretary re Client Declaration	0.1	\$650.00	(13th year)	\$ 65.00
8/21/2023	Harout Messrelian	Read email from Maralle to ILYM re Settlement Administration	0.1	\$650.00	(13th year)	\$ 65.00
8/21/2023	Harout Messrelian	Read email from ILYM re Settlement Administration	0.1	\$650.00	(13th year)	\$ 65.00
8/21/2023	Harout Messrelian	Read email from ILYM re Settlement Administration	0.1	\$650.00	(13th year)	\$ 65.00
8/21/2023	Harout Messrelian	Read email from Maralle to ILYM re Settlement Administration	0.1	\$650.00	(13th year)	\$ 65.00
8/24/2023	Harout Messrelian	Read email from secretary re client signature re declaration	0.1	\$650.00	(13th year)	\$ 65.00
8/25/2023	Harout Messrelian	Read email from ILYM with attached adequacy declaration and bid; reviewed attached declaration	0.2	\$650.00	(13th year)	\$ 130.00
8/26/2023	Harout Messrelian	Read email from Marlle re ILYM adequacy declaration	0.1	\$650.00	(13th year)	\$ 65.00
8/26/2023	Harout Messrelian	read email from Maralle to attorney service about costs verifications	0.1	\$650.00	(13th year)	\$ 65.00
8/26/2023	Harout Messrelian	read email from Maralle about settlement costs and speaking with defense	0.1	\$650.00	(13th year)	\$ 65.00
8/27/2023	Harout Messrelian	review PAGA motion papers drafted by Maralle	1.3	\$650.00	(13th year)	\$ 845.00
TOTAL HOURS:			40.2			\$ 25,010.00

ERASMO GOMEZ v. A-1 JAY's - ATTORNEY WORK HOURS

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
6/16/2022	Maralle Messrelian	review intake docs/LWDA letter/case file	1.5	\$400.00	5th year	\$ 600.00
6/22/2022	Maralle Messrelian	prep CMC statement; email HM re filing	0.2	\$400.00	5th year	\$ 80.00
7/6/2022	Maralle Messrelian	email HM re CMC appearance	0.1	\$400.00	5th year	\$ 40.00
7/12/2022	Maralle Messrelian	read email from assistant to OC re informal discovery	0.1	\$400.00	5th year	\$ 40.00
7/13/2022	Maralle Messrelian	read email from OC re informal discovery	0.1	\$400.00	5th year	\$ 40.00
7/13/2023	Maralle Messrelian	read email from assistant re sample selection	0.2	\$400.00	5th year	\$ 80.00
7/18/2022	Maralle Messrelian	read follow up email from assistant re sample selection	0.1	\$400.00	5th year	\$ 40.00
7/20/2022	Maralle Messrelian	meeting w/ HM re status of case; next steps	0.3	\$400.00	5th year	\$ 120.00
7/29/2022	Maralle Messrelian	read email re USB drive sent by OC	0.4	\$400.00	5th year	\$ 160.00
7/30/2022	Maralle Messrelian	read email from OC re discovery	0.1	\$400.00	5th year	\$ 40.00
7/31/2022	Maralle Messrelian	read email from assistant to OC re informal discovery	0.1	\$400.00	5th year	\$ 40.00
8/2/2022	Maralle Messrelian	read email from assistant to OC re informal discovery	0.1	\$400.00	5th year	\$ 40.00
8/11/2022	Maralle Messrelian	read email from assistant to OC re informal discovery	0.1	\$400.00	5th year	\$ 40.00
8/11/2022	Maralle Messrelian	read email from OC re: proceeding with informal discovery	0.1	\$400.00	5th year	\$ 40.00
8/11/2022	Maralle Messrelian	read email from assistant to OC	0.1	\$400.00	5th year	\$ 40.00
8/12/2022	Maralle Messrelian	review data analysis of sample records	0.3	\$400.00	5th year	\$ 120.00
9/1/2022	Maralle Messrelian	read email from HM re confidential settlement negotiations	0.3	\$400.00	5th year	\$ 120.00
9/2/2022	Maralle Messrelian	read letter/correspondence from OC	0.1	\$400.00	5th year	\$ 40.00
9/2/2022	Maralle Messrelian	read email from assistant to OC re settlement negotiations/resuming discovery	0.1	\$400.00	5th year	\$ 40.00
10/3/2022	Maralle Messrelian	read email from assistant to HM & OC re ext. to discovery responses	0.1	\$400.00	5th year	\$ 40.00
10/3/2022	Maralle Messrelian	read HM email re discovery extension	0.1	\$400.00	5th year	\$ 40.00
10/6/2022	Maralle Messrelian	read assistant email re discovery deadline	0.1	\$400.00	5th year	\$ 40.00
10/6/2022	Maralle Messrelian	emails w HM & assistant re discovery	0.1	\$400.00	5th year	\$ 40.00
10/7/2022	Maralle Messrelian	read email from OC re discovery extension	0.1	\$400.00	5th year	\$ 40.00
10/16/2022	Maralle Messrelian	prep CMC statement; email HM & assistant	0.3	\$400.00	5th year	\$ 120.00
10/16/2022	Maralle Messrelian	prepare discovery - sprogs, frogs-gen; frogs-emp, RFP; email to HM for review	4.0	\$400.00	5th year	\$ 1,600.00
10/18/2022	Maralle Messrelian	email assistant re CMC filing	0.1	\$400.00	5th year	\$ 40.00
10/18/2022	Maralle Messrelian	read email from HM re reviewing discovery responses	0.1	\$400.00	5th year	\$ 40.00
10/19/2022	Maralle Messrelian	email w assistant re discovery responses/propounding discovery prep for CMC; appear for CMC via MS teams, email CMC hearing notes to HM and assistant	0.2	\$400.00	5th year	\$ 80.00
11/1/2022	Maralle Messrelian	notes to HM and assistant	1.0	\$400.00	5th year	\$ 400.00
12/1/2022	Maralle Messrelian	review Defendant's responses to Plaintiff's discovery	2.0	\$400.00	5th year	\$ 800.00
2/24/2023	Maralle Messrelian	prep CMC statement and send for filing; email OC copy	0.3	\$400.00	6th year	\$ 120.00
3/8/2023	Maralle Messrelian	read email from assistant re dept. change re CMC	0.1	\$400.00	6th year	\$ 40.00
3/14/2023	Maralle Messrelian	prep for CMC; appear for CMC via MS teams, email CMC hearing notes to HM and assistant	0.8	\$400.00	6th year	\$ 320.00
3/14/2023	Maralle Messrelian	review firm calendar; email OC re trial availability and proposed mediator names; read email from OC	0.4	\$400.00	6th year	\$ 160.00
3/14/2023	Maralle Messrelian	emails w HM remediators	0.1	\$400.00	6th year	\$ 40.00
3/28/2022	Maralle Messrelian	follow up email to OC re mediators	0.1	\$400.00	6th year	\$ 40.00
3/28/2023	Maralle Messrelian	read email from assistant re case update for client;	0.1	\$400.00	6th year	\$ 40.00
3/28/2023	Maralle Messrelian	review emails and email assistant re current status of case to relay to client	0.1	\$400.00	6th year	\$ 40.00
4/3/2023	Maralle Messrelian	follow up email to OC re mediators	0.1	\$400.00	6th year	\$ 40.00
4/5/2023	Maralle Messrelian	review OC list of proposed mediators; research mediators	0.5	\$400.00	6th year	\$ 200.00
4/5/2023	Maralle Messrelian	emails w/ HM re OC proposed mediators	0.1	\$400.00	6th year	\$ 40.00
4/6/2023	Maralle Messrelian	email OC re mediator selection - Justice Lambden	0.1	\$400.00	6th year	\$ 40.00
4/7/2023	Maralle Messrelian	email Justice Lambden case manager re mediation availability	0.1	\$400.00	6th year	\$ 40.00
4/7/2023	Maralle Messrelian	email OC re requesting mediator availability & tolling discovery motion deadlines	0.1	\$400.00	6th year	\$ 40.00
4/7/2023	Maralle Messrelian	read email from Justice Lambden case manager re availability	0.1	\$400.00	6th year	\$ 40.00
4/9/2023	Maralle Messrelian	email assistant re firm calendar re scheduling mediation	0.1	\$400.00	6th year	\$ 40.00
4/15/2023	Maralle Messrelian	read email from OC to mediator case manager re Def. availability	0.1	\$400.00	6th year	\$ 40.00
4/15/2023	Maralle Messrelian	email assistant re HM availability	0.1	\$400.00	6th year	\$ 40.00
5/10/2023	Maralle Messrelian	read email from assistant re mediation invoice; reply	0.1	\$400.00	6th year	\$ 40.00
6/7/2023	Maralle Messrelian	email HM re mediation prep	0.1	\$400.00	6th year	\$ 40.00
6/9/2023	Maralle Messrelian	mediation prep [review policies, data analysis, discovery responses; prepare PAGA exposure spreadsheet; prepare mediation statement	3.5	\$400.00	6th year	\$ 1,400.00
6/9/2023	Maralle Messrelian	emails w/ HM re PAGA exposure calculations/extrapolation/review mediation stmt	0.2	\$400.00	6th year	\$ 80.00
6/10/2023	Maralle Messrelian	finalize mediation stmt and email to mediator and case manager	0.2	\$400.00	6th year	\$ 80.00
6/10/2023	Maralle Messrelian	read email from defense to case manager	0.1	\$400.00	6th year	\$ 40.00
6/15/2023	Maralle Messrelian	full day mediation with Justice Lambden - assist HM with mediation; review mediator proposal	6.0	\$400.00	6th year	\$ 2,400.00
6/19/2023	Maralle Messrelian	read HM email to mediator re mediation follow up	0.1	\$400.00	6th year	\$ 40.00
6/22/2023	Maralle Messrelian	review Defendant's CMC statement	0.2	\$400.00	6th year	\$ 80.00

6/22/2023	Maralle Messrelian	email HM re Plaintiff's CMC statement deadline	0.1	\$400.00	6th year	\$	40.00
6/22/2023	Maralle Messrelian	email OC re need to meet/confer re trial dates	0.1	\$400.00	6th year	\$	40.00
6/22/2023	Maralle Messrelian	review email from OC re trial dates/length of trial	0.1	\$400.00	6th year	\$	40.00
6/23/2023	Maralle Messrelian	review firm calendar; email OC re trial dates/length of trial	0.1	\$400.00	6th year	\$	40.00
6/23/2023	Maralle Messrelian	draft CMC statement and send for filing; email copy to OC	0.3	\$400.00	6th year	\$	120.00
6/24/2023	Maralle Messrelian	read email from mediator re mediator proposal/next steps	0.1	\$400.00	6th year	\$	40.00
7/6/2023	Maralle Messrelian	review correspondence sent from OC re settlement	0.2	\$400.00	6th year	\$	80.00
7/6/2023	Maralle Messrelian	email HM re OC correspondence/next steps	0.1	\$400.00	6th year	\$	40.00
7/6/2023	Maralle Messrelian	read email from HM to OC re settlement & next steps	0.1	\$400.00	6th year	\$	40.00
7/8/2023	Maralle Messrelian	draft PAGA settlement agreement & PAGA Notice	2.2	\$400.00	6th year	\$	880.00
7/9/2023	Maralle Messrelian	draft indiv. settlement agreement; email both to HM to review	2.0	\$400.00	6th year	\$	800.00
7/9/2023	Maralle Messrelian	email settlement administrators re bid requests	0.3	\$400.00	6th year	\$	120.00
7/9/2023	Maralle Messrelian	revise PAGA settlement agreement per HM	0.2	\$400.00	6th year	\$	80.00
7/9/2023	Maralle Messrelian	email HM re waiting on bid requests to finalize settlement	0.1	\$400.00	6th year	\$	40.00
7/10/2023	Maralle Messrelian	review settlement admin quotes	0.2	\$400.00	6th year	\$	80.00
7/10/2023	Maralle Messrelian	finalize settlement agreements and email to OC for review	0.2	\$400.00	6th year	\$	80.00
7/11/2023	Maralle Messrelian	appear for TSC via MS teams; inform Judge of settlement; complex case designation	0.5	\$400.00	6th year	\$	200.00
7/11/2023	Maralle Messrelian	email complex clerk re need to transfer to complex & reserve motion hearing date	0.1	\$400.00	6th year	\$	40.00
7/12/2023	Maralle Messrelian	read email from Santa Clara complex clerk re case pending reassignment; reply	0.1	\$400.00	6th year	\$	40.00
7/13/2023	Maralle Messrelian	read email from Santa Clara complex clerk re reassignment; available hearing dates	0.1	\$400.00	6th year	\$	40.00
7/17/2023	Maralle Messrelian	review OC email + redlines to settlement agreement	0.3	\$400.00	6th year	\$	120.00
7/17/2023	Maralle Messrelian	emails with HM re settlement redlines by OC	0.2	\$400.00	6th year	\$	80.00
7/18/2023	Maralle Messrelian	accept redlines; finalize/PDF settlement agreements and email to OC for signatures and inquire re: hearing dates	0.3	\$400.00	6th year	\$	120.00
7/19/2023	Maralle Messrelian	review email from Simpluris project manager re bid	0.1	\$400.00	6th year	\$	40.00
7/19/2023	Maralle Messrelian	email settlement admins re providing updated bid	0.2	\$400.00	6th year	\$	80.00
7/19/2023	Maralle Messrelian	emails w HM re PAGA motion hearing date	0.1	\$400.00	6th year	\$	40.00
7/19/2023	Maralle Messrelian	email complex clerk re PAGA motion hearing date	0.1	\$400.00	6th year	\$	40.00
7/20/2023	Maralle Messrelian	read email from complex clerk re PAGA hearing dates	0.1	\$400.00	6th year	\$	40.00
7/20/2023	Maralle Messrelian	call OC re PAGA Motion hearing date	0.1	\$400.00	6th year	\$	40.00
7/20/2023	Maralle Messrelian	email complex clerk re reserving PAGA Motion hearing date	0.1	\$400.00	6th year	\$	40.00
7/20/2023	Maralle Messrelian	email complex clerk re CMC moving forward	0.1	\$400.00	6th year	\$	40.00
7/20/2023	Maralle Messrelian	read email from clerk re CMC	0.1	\$400.00	6th year	\$	40.00
7/21/2023	Maralle Messrelian	email assistant re client signature for settlement	0.1	\$400.00	6th year	\$	40.00
7/21/2023	Maralle Messrelian	emails w assistant and HM re obtaining client signature	0.1	\$400.00	6th year	\$	40.00
7/27/2023	Maralle Messrelian	read email from assistant re client signature	0.1	\$400.00	6th year	\$	40.00
7/31/2023	Maralle Messrelian	read email from OC re timing of funding of settlement; fwd to HM	0.1	\$400.00	6th year	\$	40.00
7/31/2023	Maralle Messrelian	emails w HM re funding/terms of settlement agreement	0.2	\$400.00	6th year	\$	80.00
8/7/2023	Maralle Messrelian	emails w/ HM re settlement agreement changes	0.2	\$400.00	6th year	\$	80.00
8/7/2023	Maralle Messrelian	email assistant re letting client know change in funding timeline on settlement; autho to proceed w settlement	0.2	\$400.00	6th year	\$	80.00
8/8/2023	Maralle Messrelian	follow up email to assistant re client autho re settlement	0.1	\$400.00	6th year	\$	40.00
8/8/2023	Maralle Messrelian	read email from assistant re client autho to proceed	0.1	\$400.00	6th year	\$	40.00
8/8/2023	Maralle Messrelian	email OC re settlement; send OC signatures	0.1	\$400.00	6th year	\$	40.00
8/9/2023	Maralle Messrelian	read email from OC; save fully executed settlements to file; reply to OC	0.2	\$400.00	6th year	\$	80.00
8/17/2023	Maralle Messrelian	draft Gomez decl in support PAGA motion approval	0.5	\$400.00	6th year	\$	200.00
8/17/2023	Maralle Messrelian	emails w/ assistant re reaching out to client re decl; obtaining client signature to decl	0.2	\$400.00	6th year	\$	80.00
8/17/2023	Maralle Messrelian	email OC re settlement agreement typo	0.1	\$400.00	6th year	\$	40.00
8/18/2023	Maralle Messrelian	read email from OC re typo + status of CMC	0.1	\$400.00	6th year	\$	40.00
8/18/2023	Maralle Messrelian	email OC re settlement admin/total employee count	0.1	\$400.00	6th year	\$	40.00
8/18/2023	Maralle Messrelian	email OC re status of CMC	0.1	\$400.00	6th year	\$	40.00
8/21/2023	Maralle Messrelian	email ILYM re settlement admin/adequacy decl	0.1	\$400.00	6th year	\$	40.00
8/21/2023	Maralle Messrelian	read email from ILYM re case manager	0.1	\$400.00	6th year	\$	40.00
8/24/2023	Maralle Messrelian	read email from assistant re client signature re declaration	0.1	\$400.00	6th year	\$	40.00
8/25/2023	Maralle Messrelian	work on PAGA Motion papers	2.0	\$400.00	6th year	\$	800.00
8/26/2023	Maralle Messrelian	review ILYM declaration re adequacy	0.3	\$400.00	6th year	\$	120.00
8/26/2023	Maralle Messrelian	work on PAGA Motion papers	3.5	\$400.00	6th year	\$	1,400.00
8/26/2023	Maralle Messrelian	email attorney service re costs verifications	0.1	\$400.00	6th year	\$	40.00
8/26/2023	Maralle Messrelian	email OC re settlement costs provision	0.1	\$400.00	6th year	\$	40.00
8/26/2023	Maralle Messrelian	call w OC re settlement costs provision	0.1	\$400.00	6th year	\$	40.00
8/26/2023	Maralle Messrelian	email HM re settlement costs/communication w/OC	0.1	\$400.00	6th year	\$	40.00
8/27/2023	Maralle Messrelian	finalize PAGA Motion papers and email to HM for review	3.0	\$400.00	6th year	\$	1,200.00
8/28/2023	Maralle Messrelian	Gather and compile exhibits for PAGA Motion	1.0	\$400.00	6th year	\$	400.00
8/29/2023	Maralle Messrelian	submit PAGA motion to LWDA; save confirmation email; create new exhibit	0.4	\$400.00	6th year	\$	160.00
8/29/2023	Maralle Messrelian	pdf, sign, finalize PAGA motion and submit for filing	0.5	\$400.00	6th year	\$	200.00
8/29/2023	Maralle Messrelian	email copies of motion papers to OC	0.1	\$400.00	6th year	\$	40.00

TOTAL HOURS: 49.60

\$ 19,840.00

Total Hours: Maralle Messrelian	49.60	\$	19,840.00
Total Hours: Harout Messrelian	40.20	\$	25,010.00
TOTAL TIME SPENT:		89.80	FEE TOTAL: \$44,850.00

FEES REQUESTED	\$165,000
MULTIPLIER	3.679

EXHIBIT 7

Erasmo Gomez v. A-1 Jay's
(Superior Court of California, Santa Clara, Case No. 22CV394795)

Messrelian Law Inc. Costs and Expenses	Total
LWDA Notice Filing Fee	\$ 75.00
Court Call 7/12/2022	\$ 94.00
Attorney Service Fees	\$ 275.00
Court Costs	\$ 518.08
Complex Filing Fee(to be paid at time of motion filing)	\$ 1,000.00
Mediator Fees	\$ 5,247.90
Data Analyst for Mediation	\$ 1,000.00
PAGA Motion filling fee (estimated)	\$ 75.00
Current Costs through 08/28/2023	\$ 8,284.98

EXHIBIT 8

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Erasmo Gomez v. A-1 Jays Machining Inc. PAGA Distribution

Monday, July 10, 2023

Requesting Attorneys Name:

Maralle Messrelian

E-Mail:

maralle@messrelianlaw.com

ILYM Contact:

Michael Sutherland

E-Mail:

msutherland@ilymgroup.com

Contact Number:

321.223.5067

Assumptions: PAGA Settlement

ASSUMPTIONS	
Total Number of Aggrieved Employees	150
Toll-Free Telephone Support	Yes
Certified Spanish 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	2	\$240.00
Spanish Translation and Mailing	\Flat Fee	\$100.00	1	\$100.00
Toll-Free Call Support	Flat Rate	\$100.00	1	\$100.00
NCOA	Flat Rate	\$25.00	1	\$25.00

*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 \$915.00

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	\$2.00	150	\$300.00
USPS First Class 1oz Postage	Per Piece	\$0.60	150	\$90.00
Reminder Notice for Uncashed Checks	Per Piece	\$1.00	38	\$37.50
Escheat Management State Unclaimed Fund	Flat Fee	\$200.00	1	\$200.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	15	\$30.00
Preparation of Taxes	Hourly	\$125.00	6	\$750.00
Annual Filing of Tax Return	Per Year	\$1,250.00	1	\$1,250.00

*Additional Bank fees may apply

Subtotal \$3,482.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$450.00

Estimated Fee: \$4,847.50

Toatal Will Not Exceed: \$4,250.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

July 25, 2023

CASE ASSUMPTIONS

Class Members	150
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	150
Subtotal Admin Only	\$5,923.33

Flat Fee Total \$5,923.33

For 150 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Gomez v. A-1 Jays Machining Inc., 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 **129** 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	2		\$200.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	24		\$60.00
NCOA (USPS)	\$25.00	1		\$25.00
Total				\$485.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage / Spanish Translation

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Spanish Translation	\$150.00	1		\$150.00
Data Merge & Duplication Scrub	\$0.09	150		\$13.50
Notice and Check Packet	\$1.00	150		\$150.00
Estimated Postage (up to 1 oz.)*	\$0.64	150		\$96.00
Total				\$509.50

* 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	3		\$165.00
Skip Tracing Undeliverables	\$0.75	38		\$28.13
Remail Notice Packets	\$0.75	35		\$25.88
Estimated Postage	\$0.64	35		\$22.08
Programming Undeliverables	\$50.00	1		\$50.00
			Total	\$291.08

Database Programming

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	1		\$150.00
Case Associate	\$55.00	6		\$330.00
Case Manager	\$85.00	4		\$340.00
			Total	\$820.00

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	1		\$135.00
Programming Manager	\$95.00	3		\$285.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	4		\$540.00
			Total	\$1,365.00

* 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	29		\$42.75
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	4		\$340.00
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>19</u> Total Class Members	\$300.00	1		\$300.00
Total				\$2,452.75

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

Estimate Total: \$5,923.33



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

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 10



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

Estimate Number: 20230718-JJK-01
Estimate Date: 7/18/2023
Estimate Expiration Date: 10/16/2023

Prepared By: Jacob Kamenir
612-208-7322
jkamenir@simpluris.com

Primary Contact
Name: **Maralle Messrelian**
Firm: Messrelian Law, Inc.
Email: maralle@messrelianlaw.com

Additional Contact
Attorney:
Firm:
Email:

Case Name: Erasmo Gomez v. A-1 Jays Machining, Inc.
129-Person PAGA

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Collective Size:	129	Undeliverable Rate:	10%
Opt-in Rate:	n/a	Mail Skip Trace Success Rate:	75%
Opt-out Rate:	n/a	Email Skip Trace Success Rate:	n/a
Language(s) for Communication	EN	Call Rate:	n/a
Reminder Mailing:	n/a	Average Call Length:	n/a
Unclaimed Funds:	TBD	Fund Distribution:	Simpluris
State(s):	VA	Number of Distributions:	1
Length of Administration:	9 Months	Tax Year(s):	1

Case Initiation, Administration, and Completion

- Data compilation: develop case-specific response tracking
- Final audit and review; send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Project Manager - 9-Month Case Lifecycle	\$125.00	6	\$750.00
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
Weekly Reporting - 9-Month Case Lifecycle	\$250.00	1	\$250.00
Total:			\$1,140.00

Payment Distribution and Communications

- Payment packet consisting of cover letter, check, and tax documents

Category	Unit Value	# of Units	Total
Payment Packet	\$1.25	129	\$161.25
Letter Postage	\$0.63	129	\$81.27
NCOA/CASS/LACS	\$0.20	129	\$25.80
Undeliverable Processing and Skip Trace	\$0.35	13	\$4.55
Remail Notice (assuming 75% skip trace success)	\$2.15	10	\$21.50
Remail Postage	\$0.63	10	\$6.30
Mailing Supervisor	\$50.00	2	\$100.00
Total:			\$400.67

QSF Management

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$100.00	1	\$100.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
QSF Monthly Reconciliation and Maintenance	\$235.00	9	\$2,115.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$1,350.00	2	\$2,700.00
Total:			\$6,305.00

Total Estimated Cost of Administration: \$7,845.67

Terms and Conditions

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

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris 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 compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.



Simpluris Overview

Simpluris has administered over 9,000 matters, managed over \$8 billion in settlement funds, and provided its services for over 15 years. Our beginning-to-end services include complete project management, mailings & notification campaigns, contact center, legal intake, data management, disbursements & tax reporting, among others. Our offices are in California & Florida to provide comprehensive coverage across the US.

Technology Driven Legal Administration

Our internally developed Cadence™ case management platform was designed from the ground up to serve a multitude of industries and verticals in the federal, state, and private sectors, including consumer, employment, insurance, banking, data breach, remediation, and mass tort cases. Simpluris built the platform to handle the entire lifecycle of a project alongside our highly trained in-house experts.

Extensible Solution, Flexible Architecture

With an extensible application model, we can provide your firm with the ability to manage all your matters in a highly flexible architecture while enhancing your existing processes, document management, and reporting tools. Add to this Simpluris' LiveCase™ real-time case/matter reporting dashboard, and you have 24/7 access to all your matters with a click of a button.

Cadence™ – Robust Enterprise Software For Legal And Financial Administration

Cadence™ provides for a centralized, unified legal processing platform. It includes detailed QA and audit controls and history in over 30 areas and the flexibility to handle nearly any legal process. It has proven to scale across thousands of projects and millions of records with Amazon's secure AWS cloud hosting. With a comprehensive security posture, we can meet various compliance & regulatory requirements.

Technology Infrastructure

Simpluris has invested in a single, central, robust operational web application for the past 15+ years employing best-of-breed technologies (e.g., C#/.Net/SQL Microsoft stack, Amazon AWS, JavaScript frameworks) and Agile software development methodologies. We utilize multiple environments to test and ensure a consistent operation of our platform. We also employ redundant application and database servers to prevent downtime and data loss.

Security Focused

Security must be a primary goal in everything a data handling firm does in today's world. Simpluris starts with industry best practices role-based functionality, where users only have access to information and functionality determined by their respective roles. Simpluris utilizes encryption at rest (storage & database column level) and encryption in transit to protect your data throughout your matter. Simpluris routinely conducts penetration tests to validate and harden our security infrastructure to ensure client data is well protected.

Strategize with one of our experts

(800) 779-2104 | 3194-C Airport Loop Dr., Costa Mesa, CA 92626 | simpluris.com



Security Summary – White Paper



Simpluris is committed to the security and overall protection of its own and its customer's data and information. As demonstration of our commitment, we maintain SOC 2 certification which requires us to adhere to strict policies and procedures surrounding information security including processing and storage of confidential customer data. Simpluris has and maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and that is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. In addition, Simpluris regularly monitors, tests, and updates its Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case.

Simpluris has and maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations and evaluating the effectiveness of the safeguards for controlling these risks.

Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal background to ensure they do not pose a risk to the security of Client or Class Member Information.

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

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

EXHIBIT 11