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

12 **FOR THE COUNTY OF MONTEREY**
13 **(UNLIMITED JURISDICTION)**

14 ARTURO VERA LOPEZ,

15 *Plaintiff,*

16 vs.

17 GREEN VALLEY LANDSCAPE, INC.;
18 MITSUGU MORI; and DOES 1 to 25,
19 inclusive,

20 *Defendants.*

Case No.: 22CV003751

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

Action filed: December 2, 2022

Hearing Date: August 25, 2023

Hearing Time: 8:30 a.m.

Hearing Dept: 15, Hon. Thomas Wills

**SUPPLEMENTAL 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 Messrelan Law Inc. and the attorney of record for Arturo Vera Lopez (individually, “Lopez” or “Plaintiff”) in his lawsuit against Defendants Green Valley Landscape, Inc. and Mitsugu Mori (“Defendants”).

2. 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.

3. At the July 14, 2023 hearing, the Court expressed concerns about certain aspects of the PAGA settlement agreement and asked for Plaintiff's counsel's lodestar information. The parties have addressed the Court's concerns in this supplemental declaration.

4. A true and correct copy of the amended Private Attorneys General Act Settlement Agreement And Release (“Settlement Agreement” or “Settlement”) is attached hereto as **Exhibit 12**.

5. A true and correct copy of the redline changes made to the Settlement Agreement is attached hereto as **Exhibit 13**.

Attorneys' Fees

6. I represent Plaintiff on a straight contingency basis. My firm's request for \$80,500.00 in attorney fees is fair and reasonable. "[R]egardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11 ("*Chavez*")); *In re Pacific Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 379 ("*Pacific*") [affirming 33% fee award]; *Williams v. MGM-Pathe Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027 ("*MGM*") (awarding 33% of total fund amount).) This is also consistent with my experience in wage and hour class and PAGA settlements.

7. Should the Court elect to use Plaintiff's Counsel's lodestar as the method for awarding fees, notwithstanding courts' clear preference for the percentage method, my request for

attorney's fees of \$80,500.00 (35% of the Gross Settlement Amount) is fair and reasonable based on my firm's lodestar as cross-checked against the percentage of the recovery.

8. To date, the attorneys in my firm and I have investigated and prosecuted this matter for over 97.68 hours. I also expect to perform additional work on this case if the Court grants final approval of the Settlement, including supervision of the Settlement Administrator's disbursement of the settlement funds to the Aggrieved Employees.

9. In this case, my firm has a total lodestar of approximately \$47,170.50 without the use of any multiplier, which results in a multiplier of 1.707 when compared against the \$80,500.00 request for attorneys' fees.¹ A general summary showing of the pre-multiplier lodestar and the total number of hours of work performed by my firm is set forth below with a total lodestar of approximately \$47,170.50.

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Pre-Multiplier Lodestar</u>
Harout Messrelian (11 th Year Attorney)	46.60	\$500 (10 th Year Atty); \$550 (11 th Year Atty)	\$27,025.00
Maralle Messrelian (6 th Year Attorney)	51.08	\$350 (5 th Year Atty); \$400 (6 th Year Atty)	\$20,145.50
Totals	97.68		\$47,170.50

True and correct copies of the time records of my firm are collectively attached as **Exhibit 14** to this declaration.

Notice of Settlement to the LWDA

10. There has been no objection by the LWDA to the Settlement Agreement.

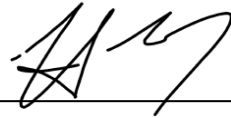
11. Pursuant to Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the Settlement

¹The multiplier of 1.707 is supported by California case law. Under California law, lodestar multipliers can range from 2 to 4 or even higher. See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 49; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th at p. 255; *Natural Gas Anti-Trust Cases I, II, III & IV* (Cal. Sup. Ct. 2006) 2006 WL 5377849, *4 ("This Court and numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar in awarding fees."); *In re California Indirect Purchases* (Cal. Sup. Ct. 1998) 1998 WL 1031494, *10 (citing *Wilson v. Bank of America Nat'l Trust & Sav. Ass'n.*, (Cal Sup. Ct. 1982) No. 643872 (multiplier of 10 times the hourly rate awarded) (cited in 3 Newberg & Conte, *Newberg on Class Actions*, section 1403, at 14-5 n. 21), and *Glendora Community Redevelopment Agency v. Demeter* (Cal. App. 2 Dist., 1984) 155 Cal. App. 3d 465, 479 (approving fee award 12 times estimated lodestar multiplier)).

1 Agreement with the LWDA at the same time the Settlement is being filed with the Court.² True
2 and correct copies of Plaintiff's submission with the LWDA and the confirmation email are
3 collectively attached as **Exhibit 15** to this declaration.

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

6 Executed on August 15, 2023, at Glendale, California.

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9 HAROUT MESSRELIAN,
10 Declarant
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27 ² Plaintiff had also submitted a copy of the Settlement Agreement to the LWDA on June 21, 2023 at the same
28 time Plaintiff filed his PAGA Motion papers with the Court. As such, the LWDA was notified and asserted no
objection. See HM, ¶ 44, Ex. 11.

EXHIBIT 12

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff ARTURO VERA LOPEZ (“Plaintiff”), individually, and on behalf of all other aggrieved employees (the “Aggrieved Employees,” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendants GREEN VALLEY LANDSCAPE, INC., MITSUGU MORI (“Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as “the Parties.”

This Agreement, and the settlement embodied herein, shall be binding on Plaintiff, the Aggrieved Employees he represents, the State of California, and Defendants, subject to the approval of the Court.

WHEREAS, on December 2, 2022, Plaintiff filed a complaint (“Complaint”) in the Superior Court of California, County of Monterey, entitled *Arturo Vera Lopez v. Green Valley Landscape, Inc., Mitsugu Mori*, Case No. 22CV003731 (the “Lawsuit”). Defendants filed their General Denial to the Complaint on January 31, 2023. The Lawsuit asserts representative claims for civil penalties payable to plaintiff, other aggrieved employees, and the State of California pursuant to PAGA, based on allegations that Defendants: (1) failed to compensate for all hours worked; (2) failed to pay minimum wages; (3) failed to pay overtime compensation; (4) failed to provide accurate itemized wage statements; (5) failed to pay wages when employment ends; (6) failed to pay wages owed every pay period; (7) failed to give rest breaks; (8) failed to give meal breaks; and (9) failed to reimburse for business expenses. Specifically, the Representative PAGA Claims are PAGA claims asserted or which could have been asserted in the Lawsuit and both or either of Plaintiff’s complaint and/or PAGA Notice filed with the LWDA, including all PAGA claims stated expressly or by implication in the Notice filed with the LWDA or that could have been alleged based on the facts and circumstances set forth therein. The applicable PAGA Notice related to the Lawsuit is attached hereto as **Exhibit A** (all of the foregoing is collectively referred to as Plaintiff’s “Representative PAGA Claims”).

WHEREAS, Plaintiff timely sent notice to the LWDA of his intent to pursue representative actions pursuant to PAGA, on behalf of himself, other aggrieved employees, and the State of California as well as on behalf of a group of aggrieved employees (the notice by Plaintiff to the LWDA is collectively referred to as the “PAGA Notice” herein, attached as **Exhibit A**).

WHEREAS, the Lawsuit included Plaintiff’s individual causes of action for discrimination on the basis of physical disability in violation of the Fair Employment and Housing Act (“FEHA”), failure to accommodate physical disability in violation of FEHA, failure to engage in the interactive process to determine reasonable accommodation in violation of FEHA, retaliation in violation of FEHA, failure to prevent discrimination and retaliation in violation of FEHA, wrongful termination in violation of public policy, and violation of California Business and Professions Code § 17200 (the “Individual Action”).

WHEREAS, during the pendency of the Action, the Parties conducted significant investigation of the facts and law and engaged in an informal discovery exchange prior to mediation. In response to Plaintiff’s Counsel’s informal discovery requests, Defendants provided Plaintiff’s Counsel with

information and documents pertaining to Plaintiff and the Aggrieved Employees, and the claims in the Lawsuit, including time punch and payroll data, to provide Plaintiff's Counsel the opportunity to investigate Plaintiff's allegations and the PAGA claims.

WHEREAS, on March 31, 2023, the Parties attended a full day mediation with experienced wage-and-hour and employment law mediator Eleanor Barr and were able to reach a resolution. As a result, the Parties agreed to settle the Individual Action and Plaintiff's Representative PAGA Claims, taking into account all known facts and circumstances including the difficulty of proving some of Plaintiff's claims, potential defenses asserted by Defendants, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, the Parties agreed that settlement of the Individual Action would be pursuant to a separate Confidential Settlement Agreement and Release.

WHEREAS, the Confidential Settlement Agreement and Release as to Plaintiff's Individual Claims provides that payment of a confidential settlement amount will be delivered to Plaintiff's counsel no later than ten (10) business days after receipt of Court approval of Plaintiff's PAGA settlement.

WHEREAS, the Parties agreed that the entire Lawsuit and all causes of action therein, including the Individual Action and Plaintiff's Representative PAGA Claims, would be dismissed with prejudice upon the fulfillment of the terms of the Confidential Settlement Agreement and Release of Plaintiff's Individual Claims and of the Private Attorneys General Act Settlement Agreement and Release.

WHEREAS, for purposes of this Settlement, the Aggrieved Employees are defined as: "All non-exempt employees who are or were employed by Defendants within the State of California from March 30, 2021 through March 31, 2023."

WHEREAS, for purposes of this Settlement, the PAGA Period is defined as the period from March 30, 2021 through March 31, 2023.

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiff's Representative PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiff and the Aggrieved Employees have or may have against Defendants and each of their past or present affiliates, d/b/a's, owners, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies and attorneys (collectively, the "Released Parties"). The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendants or the Released Parties of any wrongdoing or liability. Specifically, Defendants and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and the PAGA Notice. Defendants and the Released Parties, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, and have arrived at the settlement after

extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, based on their own independent investigations and evaluations, Defendants and Plaintiff and their respective counsel are of the opinion that the amount and terms of the Settlement are reasonable and adequate and are in the best interests of the Plaintiff, the Aggrieved Employees, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Plaintiff and the Aggrieved Employees, Messrelian Law Inc., believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties recognize that in accordance with Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action without the need for class certification”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (“a PAGA suit is fundamentally different than a class action” in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class”).

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall mean the following: (a) the date of entry of the order of the court approving this settlement; or (b) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. **PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA.** The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiff, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the “Released Parties.” It is expressly understood and agreed that this settlement only includes a full release of the PAGA claims asserted in the Lawsuit and Plaintiff’s Complaint and/or PAGA Notice filed with the LWDA attached as **Exhibit A**, including all PAGA claims stated expressly or by implication in the Notice filed with the LWDA or that could have been alleged based on the facts and circumstances

set forth therein and any related claims for attorneys' fees, costs, or interest resulting based on the PAGA cause of actions (all of the foregoing are collectively referred to as Plaintiff's "Representative PAGA Claims"). With the exception of Plaintiff, this settlement shall not impact Aggrieved Employees' ability to assert claims other than PAGA claims arising from the alleged foregoing violations of the Labor Code.

3. **Notice to LWDA.** Pursuant to California Labor Code § 2699(k)(2), Plaintiff shall submit to the LWDA a copy of this Agreement at the same time that Plaintiff submits it to the Court for approval.

4. **No Right to Opt Out.** The parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude him or herself from the Settlement.

5. **Gross Settlement Amount.** Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of Two Hundred Thirty Thousand Dollars and No/100 Cents (\$230,000.00) as the non-reversionary gross settlement amount (the "Gross Settlement Amount") in full settlement of the Lawsuit. The Gross Settlement Amount, which represents the total amount payable under this Settlement by Defendant (subject to the Escalator Clause described below), will be allocated as follows:

- a. PAGA Counsel's attorneys' fees and costs request of up to 35% of the Gross Settlement Amount (\$80,500) ("PAGA Counsel's Fees") and PAGA Counsel's separate request for reasonable litigation costs incurred in this matter ("PAGA Counsel's Costs") not to exceed \$9,500.00. Defendants will not oppose these requests. To the extent that the Court approves less than the amount of attorney's fees and costs that PAGA Counsel requests, any reduced amount shall revert to the PAGA Fund.
- b. Administration costs estimated not to exceed \$4,000 to be paid to the Settlement Administrator ("Administration Costs").
- c. The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a) and (b) is approximately \$136,000, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the "LWDA PAGA Portion") and 25% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a pro-rata basis as set forth in Paragraph 12 below.

6. **Allocation Adjustment.** The parties agree that should the Court deny approval of the Gross Settlement Amount, the parties agree to renegotiate in good faith in an effort to obtain approval of the settlement.

7. **Allocation and Calculation of the PAGA Penalties.** Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, Defendants will use the following formula: Settlement Payment = Aggrieved

Employees' PAGA Portion $\times$ [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

8. Escalator Clause: Defendants estimate that as of March 31, 2023, there were approximately 3,080 pay periods for all Aggrieved Employees during the PAGA Period. If it is determined that the pay periods during the PAGA Period exceeds 3,080 by more than ten percent (10%), i.e., exceeds 3,388 pay periods for all PAGA Members, then the Gross Settlement Amount will increase proportionately according to the number of additional pay periods over ten percent (10%).

9. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable. IRS Form 1099s are used for payments of miscellaneous income that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendants, their counsel and Plaintiff's and the Aggrieved Employees' counsel are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

10. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

11. PAGA Settlement Payment Procedures.

- a. Within 14 calendar days after the Effective Date, Defendants shall deposit the Gross Settlement Amount of \$230,000.00 with the Settlement Administrator. Within 14 calendar days after the Effective Date, Defendants shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, social security number, the actual number of pay periods worked by him or her during the PAGA Period. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information.
- b. Within 28 calendar days from the date the Gross Settlement Amount has been deposited with the Settlement Administrator, the Settlement Administrator shall:
 - i. Distribute a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees, along with the Notice of PAGA Representative Action Settlement (attached hereto as **Exhibit B**). Aggrieved Employees shall not be required to make claims to receive their share of the PAGA settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's last known mailing address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's individual settlement payment check was received if the payment check has not been returned within thirty (30) days of the original mailing. All uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division.
 - ii. Distribute a total of Seventy-Five percent (75%) of the PAGA Fund to the LWDA.
 - iii. Distribute PAGA Counsel's fees and costs, as approved by the Court.
 - iv. Distribute payment to itself for services as Settlement Administrator, as approved by the Court.
- c. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. All money represented by uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division in the name(s) of the individual(s) who did not negotiate a settlement check during the negotiation period.
- d. The Parties and their counsel shall 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.

12. Settlement Administrator. The Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth herein. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use ILYM Group, Inc. as the Settlement Administrator.

13. Duties of the Parties Related to Approval. Promptly upon execution of this Agreement, Plaintiff shall file his motion for approval of the proposed Settlement and for the entry of an order approving this Settlement as required by Labor Code section 2699(l). The approval motion will request Court approval of the following: (1) the terms of this Agreement, (2) PAGA Counsel's Fees and PAGA Counsel's Costs, (3) payments to Aggrieved Employees and the LWDA, (4) payment to the Settlement Administrator, and (5) Final Judgment. In conjunction with the approval motion, Plaintiff shall submit a proposed Final Judgment to the Court.

14. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain Final Judgment.

15. Invalid without Court Approval. If the Court does not approve the Settlement or does not enter judgment as provided for in this Settlement or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event that the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void ab initio. In such a case, the Parties shall return to the status quo as if they had not entered into this Agreement.

16. Non-Admission of Wrongdoing. The Parties agree that this Agreement does not constitute an admission by Defendants or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendants or the Released Parties. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Lawsuit, 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.

17. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject

to any necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

18. Covenants and Representations. Plaintiff represents and warrants he has not assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right, liability, demand, obligation, expense, action, or causes, or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiff acknowledges he has read this Settlement, fully understands his rights, privileges, and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges he had the opportunity to consult with his attorney to explain the terms of this Settlement and the consequences of signing this Settlement.

19. Termination of Settlement. If the Court does not approve the Settlement or does not enter judgment as provided for in this Settlement or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

20. Enforcement. The Parties agree that following entry of the Final Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Lawsuit over all parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement 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 shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

21. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

22. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

23. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this 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 Released Party.

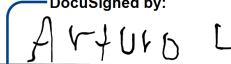
24. No Construction Against the Drafter. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

25. Choice of Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

26. Counterparts. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

27. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: August ^{4.0}____, 2023

DocuSigned by:

 Plaintiff ARTURO VERA LOPEZ

Dated: August ^{3.00}____, 2023

DocuSigned by:

 Defendant GREEN VALLEY LANDSCAPE, INC.
 By: Mitsugu Mori
 Its: CEO

Dated: August ^{3.00}____, 2023

DocuSigned by:

 Defendant MITSUGU MORI, an Individual

APPROVED AS TO FORM:

Dated: August ^{3.00}____, 2023

MESSRELIAN LAW INC.

DocuSigned by:
 By: 
 Harout Messrelian
 Maralle Messrelian
 Attorneys for Plaintiff ARTURO VERA LOPEZ, and
 Aggrieved Employees

Dated: August 3rd, 2023

NOLAND, HAMERLY, ETIENNE & HOSS

DocuSigned by:
By: Sharilyn R. Payne

5944306D6D87D44F
Sharilyn R. Payne

Attorneys for Defendants GREEN VALLEY
LANDSCAPE, INC., MITSUGU MORI



MESSRELIAN LAW
ATTORNEYS AT LAW

424-1975

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

Tel: (818) 484-6531
Fax: (818) 956-1983

VIA ELECTRONIC FILING

March 30, 2022

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)

GREEN VALLEY LANDSCAPE, INC.
MITSUGU MORI
1394 ORD GROVE AVE.
SEASIDE, CA 93955

GREEN VALLEY LANDSCAPE, INC.
MITSUGU MORI
1177 SAN PABLO AVE.
SEASIDE, CA 93955

ARTURO VERA LOPEZ v. GREEN VALLEY LANDSCAPE, INC.: MITSUGU MORI

RE: PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be informed that our client, Mr. Arturo Vera Lopez (hereinafter "our client" or "Mr. Lopez") seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid California employees ("aggrieved employees") who worked for GREEN VALLEY LANDSCAPE, INC. and MITSUGU MORI (hereinafter collectively referred to as "GREEN VALLEY") at any of their California locations during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same. Individual MITSUGU MORI is being included in this PAGA notice pursuant to Labor Code Section 558.1 in that he was and is the owner/managing agent of GREEN VALLEY LANDSCAPE, INC., was involved in the day-to-day operations of the business and thus controlled the wages, hours, and working conditions of Mr. Lopez and other hourly, non-exempt employees.

Mr. Lopez started working for GREEN VALLEY over a decade ago. Mr. Lopez was classified as an hourly, non-exempt employee and was an assistant to the landscapers. Mr. Lopez is no longer employed at GREEN VALLEY. Mr. Lopez's typical schedule involved 6 days per week.



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It is our position that GREEN VALLEY has violated the following Labor Code Sections against Mr. Lopez and other similarly situated aggrieved employees:

GREEN VALLEY did not provide our client and other aggrieved employees with compensation for all hours worked and did not pay our client and others the minimum wages to which they were entitled for work performed pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because GREEN VALLEY had a policy of rounding down the hours worked by Mr. Lopez and other aggrieved employees which translated to Mr. Lopez and others not being paid for all hours worked, including minimum wages. In addition, and to the extent Mr. Lopez and others' meal breaks were interrupted and they had to work through meal periods, that time was "off the clock" and was not compensated in violation of California's minimum wage laws. Furthermore, Mr. Lopez and others were not paid for "travel time" and while they were still under the control of the employer. In other words, after Mr. Lopez and others would clock out for the day, they would still have to ride back to the main yard while under the control of the employer. This ride would take 20-30 minutes, however, Mr. Lopez and others were not compensated for this time whatsoever (which would also be considered overtime since it would be past the 8th hour worked).

Furthermore, GREEN VALLEY was subject to the prevailing wage laws of the State of California pursuant to Labor Code § 1771, regarding work undertaken on public construction projects. Under Labor Code § 1771, the only legal wage which may be paid to workers on public works projects is the prevailing wage. GREEN VALLEY compensated our client and other similarly situated aggrieved employees for their labor on public improvement, or public works construction projects, at a rate of pay below the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and less than the general prevailing rate of per diem wages for holiday and overtime work.

GREEN VALLEY was subject to the prevailing wage laws of the State of California pursuant to Labor Code § 1774, regarding work undertaken on public construction projects. GREEN VALLEY violated Labor Code § 1774, because it paid its employees, including our client, less than the specific prevailing rates of wages to all workmen employed in the execution of the contract of the projects. Mr. Lopez and others similarly situated worked on public works projects, especially for the State of California.

Due to the above "off the clock" hours, GREEN VALLEY also violated Labor Code § 510 because it failed to pay our client and other 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. Mr. Lopez's and other aggrieved employees' actual work hours entitled them to overtime compensation, however, GREEN VALLEY did not compensate its hourly, non-exempt employees with the correct amount of overtime, including for travel time, and did not include bonuses/incentive pay in calculating the regular rate of pay for purposes of deciphering the overtime rate of pay.

GREEN VALLEY also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4 because it failed to provide our client and others with 10-minute



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rest periods for every four hours of work, or majority portion thereof, throughout their employment. GREEN VALLEY did not completely relieve our client and others of all duty during said rest periods. GREEN VALLEY did not pay to our client and others 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 for employees such as Mr. Lopez and others to consistently take uninterrupted rest breaks every 4 hours worked. As such, the culture at GREEN VALLEY did not lend itself to the employees consistently receiving statutory rest breaks wherein they were relieved of all work duties. As such, the environment at GREEN VALLEY was not conducive to receiving statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

GREEN VALLEY violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission Wage Order no. 4 because it failed to provide hourly, non-exempt employees, including Mr. Lopez and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. GREEN VALLEY did not completely relieve employees of all duty during said meal periods. GREEN VALLEY did not pay to Mr. Lopez and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. Like the rest breaks, consistently receiving a timely, uninterrupted thirty-minute uninterrupted meal break was not part of the company culture and was not enforced by GREEN VALLEY. There were instances wherein Mr. Lopez would not receive his meal period before the 5th hour worked or instances wherein his meal periods would be short or interrupted by work-related tasks. As such, it was the normal practice and custom of GREEN VALLEY not to consistently authorize, permit, and enforce timely, uninterrupted statutory meal periods. As such, Mr. Lopez and others would have to deal with late, short, or interrupted meal periods.

Furthermore, during the relevant time period, and due to the labor code violations cited above, GREEN VALLEY failed to pay Mr. Lopez and others all wages due to them within any time period specified by California Labor Code section 204. GREEN VALLEY 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 full and correct name of the legal employer along with the employer's address, all hours worked (including "off the clock" hours and overtime), all applicable hourly rates, gross wages earned, net wages earned, the correct start and end time of the pay period, all deductions, the employee's identifying information, and premium pay for the missed meal and rest breaks. As such, GREEN VALLEY did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

During the relevant time period, GREEN VALLEY also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Mr. Lopez and others pursuant to California Labor Code sections 1174(d).

GREEN VALLEY also violated Labor Code § 203 because it willfully failed to pay Mr. Lopez 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.



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These earned but unpaid wages include payment for all hours worked (including the minimum wage), overtime compensation, and premium pay for missed meal and rest breaks.

Also, during the relevant time period, Mr. Lopez and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by GREEN VALLEY. These costs include, but are not limited to, uniforms. Accordingly, GREEN VALLEY was in violation of California Labor Code sections 2800 and 2802.

Furthermore, we believe your company has also violated Labor Code Section 558 and has engaged in business practices which violate Business and Professions Code Section 17200.

Moreover, Mr. Lopez would have individual claims for discrimination in violation of the Fair Employment and Housing Act (FEHA), failure to accommodate/engage in the interactive process under FEHA, and wrongful termination in violation of public policy in that Mr. Lopez was terminated because he contracted covid-19 and was not able to work for a period of time. In fact, the company was unequivocally aware of Mr. Lopez's status as covid-positive because Mr. Lopez sent the test results to management. Once Mr. Lopez recovered, he was informed by the company that there was "no more work" for him and that he needed to find another job. Furthermore, Mr. Lopez would have causes of action against the company due to an unsafe and unhealthy work environment under Labor Code Section 6300 et seq in that the owner of the company would force the employees to engage in physical fights against one another, causing Mr. Lopez and others to sustain injuries. Mr. Lopez would also have causes of action for negligent infliction of emotional distress and negligent infliction of emotional distress.

Each of the aforementioned violations, except the violations for inaccurate pay statements under Labor Code section 226(a), 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, Mr. Lopez also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3, 1197.1.

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 GREEN VALLEY.

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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 B
NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Arturo Vera Lopez v. Green Valley Landscape, et al.
(Monterey County Superior Court, Case No. 22CV003751)

I. NOTICE OF PAGA SETTLEMENT

The Monterey County Superior Court (the “Court”) has approved a settlement in the lawsuit named above and filed by Arturo Vera Lopez (“Plaintiff”) on behalf of himself, the State of California, and all other “aggrieved employees” against Green Valley Landscape, Inc. and Mitsugu Mori (“Defendants”).

In this lawsuit, Plaintiff alleges that Defendants violated the California Labor Code by failing to: (1) compensate for all hours worked; (2) pay minimum wages; (3) pay overtime compensation; (4) provide accurate itemized wage statements; (5) pay wages when employment ends; (6) pay wages owed every pay period; (7) give rest breaks; (8) give meal breaks; (9) reimburse for business expenses. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendants deny these allegations. Defendants maintain that they were in compliance with the California Labor Code at all times and entered into the Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as a statement of any opinion by the Court as to the merits of the claim. You are receiving this Notice because you are in the group of employees referred to as the “Aggrieved Employees” defined as: All non-exempt employees who are or were employed by Defendants within the State of California from March 30, 2021 through March 31, 2023.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is [CheckAmount].

Each individual PAGA payment is based on the number pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees. “PAGA Period” refers to the time period from March 30, 2021 through March 31, 2023.

III. RELEASE

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, the LWDA and the Aggrieved Employees, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

“Released Parties” means Defendants and each of their past or present divisions, d/b/a’s, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parent companies and attorneys.

“Released Claims” means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the lawsuit and claims stated expressly or by implication in the notice filed with the LWDA, including any and all claims under the California Private Attorneys General Act of 2004, which include, but are not limited to: violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802, 6400, 6401, 6402, 6403, 6404 via 2698 and 2699, and the California Industrial Welfare Commission Wage Order, which may have arisen during the PAGA Period.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, ILYM Group, Inc., toll free at 1(XXX) XXX-XXXX with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Aggrieved Employees who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 13

PRIVATE ATTORNEYS GENERAL ACT ~~AND INDIVIDUAL CLAIMS~~
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff ARTURO VERA LOPEZ (“Plaintiff”), individually, and on behalf of all other aggrieved employees (the “Aggrieved Employees,” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendants GREEN VALLEY LANDSCAPE, INC., MITSUGU MORI (“Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as “the Parties.”

This Agreement, and the settlement embodied herein, shall be binding on Plaintiff, the Aggrieved Employees he represents, the State of California, and Defendants, subject to the approval of the Court.

WHEREAS, on December 2, 2022, Plaintiff filed a complaint (“Complaint”) in the Superior Court of California, County of Monterey, entitled *Arturo Vera Lopez v. Green Valley Landscape, Inc., Mitsugu Mori*, Case No. 22CV003731 (the “Lawsuit”). Defendants filed their General Denial to the Complaint on January 31, 2023. The Lawsuit asserts representative claims for civil penalties payable to plaintiff, other aggrieved employees, and the State of California pursuant to PAGA, based on allegations that Defendants: (1) failed to compensate for all hours worked; (2) failed to pay minimum wages; (3) failed to pay overtime compensation; (4) failed to provide accurate itemized wage statements; (5) failed to pay wages when employment ends; (6) failed to pay wages owed every pay period; (7) failed to give rest breaks; (8) failed to give meal breaks; and (9) failed to reimburse for business expenses. Specifically, the Representative PAGA Claims are PAGA claims asserted or which could have been asserted in the Lawsuit and both or either of Plaintiff’s complaint and/or PAGA Notice filed with the LWDA, including all PAGA claims stated expressly or by implication in the Notice filed with the LWDA or that could have been alleged based on the facts and circumstances set forth therein. The applicable PAGA Notice related to the Lawsuit is attached hereto as **Exhibit A** (all of the foregoing is collectively referred to as Plaintiff’s “Representative PAGA Claims”).

WHEREAS, Plaintiff timely sent notice to the LWDA of his intent to pursue representative actions pursuant to PAGA, on behalf of himself, other aggrieved employees, and the State of California as well as on behalf of a group of aggrieved employees (the notice by Plaintiff to the LWDA is collectively referred to as the “PAGA Notice” herein, attached as **Exhibit A**).

WHEREAS, the Lawsuit included Plaintiff’s individual causes of action for discrimination on the basis of physical disability in violation of the Fair Employment and Housing Act (“FEHA”), failure to accommodate physical disability in violation of FEHA, failure to engage in the interactive process to determine reasonable accommodation in violation of FEHA, retaliation in violation of FEHA, failure to prevent discrimination and retaliation in violation of FEHA, wrongful termination in violation of public policy, and violation of California Business and Professions Code § 17200 (the “Individual Action”).

WHEREAS, during the pendency of the Action, the Parties conducted significant investigation of the facts and law and engaged in an informal discovery exchange prior to mediation. In response to Plaintiff’s Counsel’s informal discovery requests, Defendants provided Plaintiff’s Counsel with

information and documents pertaining to Plaintiff and the Aggrieved Employees, and the claims in the Lawsuit, including time punch and payroll data, to provide Plaintiff's Counsel the opportunity to investigate Plaintiff's allegations and the PAGA claims.

WHEREAS, on March 31, 2023, the Parties attended a full day mediation with experienced wage-and-hour and employment law mediator Eleanor Barr and were able to reach a resolution. As a result, the Parties agreed to settle the Individual Action and Plaintiff's Representative PAGA Claims, taking into account all known facts and circumstances including the difficulty of proving some of Plaintiff's claims, potential defenses asserted by Defendants, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, the Parties agreed that settlement of the Individual Action would be pursuant to a separate Confidential Settlement Agreement and Release.

WHEREAS, the Confidential Settlement Agreement and Release as to Plaintiff's Individual Claims provides that payment of a confidential settlement amount will be delivered to Plaintiff's counsel no later than ten (10) business days after receipt of Court approval of Plaintiff's PAGA settlement.

WHEREAS, the Parties agreed that the entire Lawsuit and all causes of action therein, including the Individual Action and Plaintiff's Representative PAGA Claims, would be dismissed with prejudice upon the fulfillment of the terms of the Confidential Settlement Agreement and Release of Plaintiff's Individual Claims and of the Private Attorneys General Act Settlement Agreement and Release.

WHEREAS, for purposes of this Settlement, the Aggrieved Employees are defined as: "All non-exempt employees who are or were employed by Defendants within the State of California from March 30, 2021 through March 31, 2023."

WHEREAS, for purposes of this Settlement, the PAGA Period is defined as the period from March 30, 2021 through March 31, 2023.

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiff's Representative PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiff and the Aggrieved Employees have or may have against Defendants and each of their past or present affiliates, d/b/a's, owners, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies and attorneys (collectively, the "Released Parties"). The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendants or the Released Parties of any wrongdoing or liability. Specifically, Defendants and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and the PAGA Notice. Defendants and the Released Parties, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, and have arrived at the settlement after

extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, based on their own independent investigations and evaluations, Defendants and Plaintiff and their respective counsel are of the opinion that the amount and terms of the Settlement are reasonable and adequate and are in the best interests of the Plaintiff, the Aggrieved Employees, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Plaintiff and the Aggrieved Employees, Messrelian Law Inc., believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties recognize that in accordance with Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action without the need for class certification”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (“a PAGA suit is fundamentally different than a class action” in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class”).

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. Effective Date. The effective date (“Effective Date”) of this Agreement shall mean the following: (a) the date of entry of the order of the court approving this settlement; or (b) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA. The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiff, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the “Released Parties.” It is expressly understood and agreed that this settlement only includes a full release of the PAGA claims asserted in the Lawsuit and Plaintiff’s Complaint and/or PAGA Notice filed with the LWDA attached as **Exhibit A**, including all PAGA claims stated expressly or by implication in the Notice filed with the LWDA or that could have been alleged based on the facts and circumstances

set forth therein and any related claims for attorneys' fees, costs, or interest resulting based on the PAGA cause of actions (all of the foregoing are collectively referred to as Plaintiff's "Representative PAGA Claims"). With the exception of Plaintiff, this settlement shall not impact Aggrieved Employees' ability to assert claims other than PAGA claims arising from the alleged foregoing violations of the Labor Code.

3. **Notice to LWDA.** Pursuant to California Labor Code § 2699(k)(2), Plaintiff shall submit to the LWDA a copy of this Agreement at the same time that Plaintiff submits it to the Court for approval.

4. **No Right to Opt Out.** The parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude him or herself from the Settlement.

5. **Gross Settlement Amount.** Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of Two Hundred Thirty Thousand Dollars and No/100 Cents (\$230,000.00) as the non-reversionary gross settlement amount (the "Gross Settlement Amount") in full settlement of the Lawsuit. The Gross Settlement Amount, which represents the total amount payable under this Settlement by Defendant (subject to the Escalator Clause described below), will be allocated as follows:

- a. PAGA Counsel's attorneys' fees and costs request of up to 35% of the Gross Settlement Amount (\$80,500) ("PAGA Counsel's Fees") and PAGA Counsel's separate request for reasonable litigation costs incurred in this matter ("PAGA Counsel's Costs") not to exceed \$9,500.00. Defendants will not oppose these requests. To the extent that the Court approves less than the amount of attorney's fees and costs that PAGA Counsel requests, any reduced amount shall revert to the PAGA Fund.
- b. Administration costs estimated not to exceed \$4,000 to be paid to the Settlement Administrator ("Administration Costs").
- c. The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a) and (b) is approximately \$136,000, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the "LWDA PAGA Portion") and 25% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a pro-rata basis as set forth in Paragraph 12 below.

6. **Allocation Adjustment.** The parties agree that should the Court deny approval of the Gross Settlement Amount, the parties agree to renegotiate in good faith in an effort to obtain approval of the settlement.

7. **Allocation and Calculation of the PAGA Penalties.** Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, Defendants will use the following formula: Settlement Payment = Aggrieved

Employees' PAGA Portion $\times$ [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

8. **Escalator Clause:** Defendants estimate that as of March 31, 2023, there were approximately 3,080 pay periods for all Aggrieved Employees during the PAGA Period. If it is determined that the pay periods during the PAGA Period exceeds 3,080 by more than ten percent (10%), i.e., exceeds 3,388 pay periods for all PAGA Members, then the Gross Settlement Amount will increase proportionately according to the number of additional pay periods over ten percent (10%).

9. **Tax Treatment of Settlement Amounts.** With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable. IRS Form 1099s are used for payments of miscellaneous income that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendants, their counsel and Plaintiff's and the Aggrieved Employees' counsel are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

10. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

11. PAGA Settlement Payment Procedures.

- a. Within 14 calendar days after the Effective Date, Defendants shall deposit the Gross Settlement Amount of \$230,000.00 with the Settlement Administrator. Within 14 calendar days after the Effective Date, Defendants shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, social security number, the actual number of pay periods worked by him or her during the PAGA Period. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information.
- b. Within 28 calendar days from the date the Gross Settlement Amount has been deposited with the Settlement Administrator, the Settlement Administrator shall:
 - i. Distribute a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees, along with the Notice of PAGA Representative Action Settlement (attached hereto as **Exhibit B**). Aggrieved Employees shall not be required to make claims to receive their share of the PAGA settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's last known mailing address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's individual settlement payment check was received if the payment check has not been returned within thirty (30) days of the original mailing. All uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division.
 - ii. Distribute a total of Seventy-Five percent (75%) of the PAGA Fund to the LWDA.
 - iii. Distribute PAGA Counsel's fees and costs, as approved by the Court.
 - iv. Distribute payment to itself for services as Settlement Administrator, as approved by the Court.
- c. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. All money represented by uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division in the name(s) of the individual(s) who did not negotiate a settlement check during the negotiation period.
- d. The Parties and their counsel shall 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.

12. Settlement Administrator. The Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth herein. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use ILYM Group, Inc. as the Settlement Administrator.

13. Duties of the Parties Related to Approval. Promptly upon execution of this Agreement, Plaintiff shall file his motion for approval of the proposed Settlement and for the entry of an order approving this Settlement as required by Labor Code section 2699(l). The approval motion will request Court approval of the following: (1) the terms of this Agreement, (2) PAGA Counsel's Fees and PAGA Counsel's Costs, (3) payments to Aggrieved Employees and the LWDA, (4) payment to the Settlement Administrator, and (5) Final Judgment. In conjunction with the approval motion, Plaintiff shall submit a proposed Final Judgment to the Court.

14. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain Final Judgment.

15. Invalid without Court Approval. If the Court does not approve the Settlement or does not enter judgment as provided for in this Settlement or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event that the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void ab initio. In such a case, the Parties shall return to the status quo as if they had not entered into this Agreement.

16. Non-Admission of Wrongdoing. The Parties agree that this Agreement does not constitute an admission by Defendants or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendants or the Released Parties. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Lawsuit, 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.

17. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject

to any necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

18. Covenants and Representations. Plaintiff represents and warrants he has not assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right, liability, demand, obligation, expense, action, or causes, or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiff acknowledges he has read this Settlement, fully understands his rights, privileges, and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges he had the opportunity to consult with his attorney to explain the terms of this Settlement and the consequences of signing this Settlement.

19. Termination of Settlement. If the Court does not approve the Settlement or does not enter judgment as provided for in this Settlement or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

20. Enforcement. The Parties agree that following entry of the Final Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Lawsuit over all parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement 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 shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

21. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

22. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

23. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this 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 Released Party.

24. No Construction Against the Drafter. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

25. Choice of Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

26. Counterparts. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

27. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: ~~May~~August____, 2023

Plaintiff ARTURO VERA LOPEZ

Dated: ~~May~~August____, 2023

Defendant GREEN VALLEY LANDSCAPE,
INC.

By: Mitsugu Mori
Its: CEO

Dated: ~~May~~August____, 2023

Defendant MITSUGU MORI, an Individual

APPROVED AS TO FORM:

Dated: ~~May~~August____, 2023

MESSRELIAN LAW INC.

By:_____
Harout Messrelian
Maralle Messrelian
Attorneys for Plaintiff ARTURO VERA LOPEZ, and
Aggrieved Employees

Dated: ~~May~~August ___, 2023

NOLAND, HAMERLY, ETIENNE & HOSS

By: _____

Sharilyn R. Payne

Attorneys for Defendants GREEN VALLEY
LANDSCAPE, INC., MITSUGU MORI

EXHIBIT 14

ARTURO VERA LOPEZ V. GREEN VALLEY LANDSCAPE - ATTORNEY WORK HOURS

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
3/3/2022	Harout Messrelian	Reviewed initial potential client intake	0.1	\$550.00	(11th year)	\$ 55.00
3/3/2022	Harout Messrelian	Emailed secretary/translator to call potential client to get additional intake information	0.1	\$550.00	(11th year)	\$ 55.00
3/8/2022	Harout Messrelian	Reviewed further intake information on potential client	0.2	\$550.00	(11th year)	\$ 110.00
3/8/2022	Harout Messrelian	Emailed secretary/translator re potential client intake	0.1	\$550.00	(11th year)	\$ 55.00
3/8/2022	Harout Messrelian	Read email response from secretary/translator re potential client intake	0.1	\$550.00	(11th year)	\$ 55.00
3/15/2022	Harout Messrelian	Sent email to secretary/translator re getting paystub from potential client	0.1	\$550.00	(11th year)	\$ 55.00
3/15/2022	Harout Messrelian	Searched CA secretary of state website re Green Valley Landscape corporate status	0.2	\$550.00	(11th year)	\$ 110.00
3/15/2022	Harout Messrelian	Researched PAGA database re PAGA filings against Green Valley Landscape	0.2	\$550.00	(11th year)	\$ 110.00
3/15/2022	Harout Messrelian	Emailed secretary/translator re: connecting with potential client to see if wants to move forward	0.1	\$550.00	(11th year)	\$ 55.00
3/16/2022	Harout Messrelian	Read email from secretary/translator that left message for potential client	0.1	\$550.00	(11th year)	\$ 55.00
3/21/2022	Harout Messrelian	Received and reviewed email from family member of potential client with attached text messages, employment documents, and paystubs	0.3	\$550.00	(11th year)	\$ 165.00
3/21/2022	Harout Messrelian	Forwarded email from family member of potential client to secretary/translator	0.1	\$550.00	(11th year)	\$ 55.00
3/21/2022	Harout Messrelian	Read email from secretary/translator re intake documents on case	0.1	\$550.00	(11th year)	\$ 55.00
3/22/2022	Harout Messrelian	Sent email to secretary/translator and legal assistant re sending retainer to potential client via Adobe	0.1	\$550.00	(11th year)	\$ 55.00
3/23/2022	Harout Messrelian	Read email from legal assistant to send retainer to potential client for signature	0.1	\$550.00	(11th year)	\$ 55.00
3/23/2022	Harout Messrelian	Read email from secretary/translator that potential client received the email and will sign retainer	0.1	\$550.00	(11th year)	\$ 55.00
3/23/2022	Harout Messrelian	Received email from Adobe re client's signed retainer agreement	0.1	\$550.00	(11th year)	\$ 55.00
3/23/2022	Harout Messrelian	Sent email to secretary re making new employment file for case	0.1	\$550.00	(11th year)	\$ 55.00
3/23/2022	Harout Messrelian	Read email from secretary that new employee file was created	0.1	\$550.00	(11th year)	\$ 55.00
3/30/2022	Harout Messrelian	Drafted and filed PAGA notice and also researched California courts for prior PAGA lawsuits	1.1	\$550.00	(11th year)	\$ 605.00
3/30/2022	Harout Messrelian	Received email from LWDA re submission of PAGA notice	0.1	\$550.00	(11th year)	\$ 55.00
3/30/2022	Harout Messrelian	Sent email to legal assistant and secretary re mailing PAGA notice by certified mail via a trip to the post office	0.1	\$550.00	(11th year)	\$ 55.00
3/30/2022	Harout Messrelian	Read email from secretary re getting PAGA notice ready for certified mailing	0.1	\$550.00	(11th year)	\$ 55.00
3/30/2022	Harout Messrelian	Read email from legal assistant re going to post office to send PAGA via certified mail	0.1	\$550.00	(11th year)	\$ 55.00
4/11/2022	Harout Messrelian	Read email from secretary re client wanting case update	0.1	\$550.00	(11th year)	\$ 55.00
4/11/2022	Harout Messrelian	Sent email to secretary with case update for client	0.1	\$550.00	(11th year)	\$ 55.00
4/11/2022	Harout Messrelian	Read email from secretary re case update	0.1	\$550.00	(11th year)	\$ 55.00
4/19/2022	Harout Messrelian	Read email from defense counsel introducing herself and requesting extension on payroll/personnel file documents	0.1	\$550.00	(11th year)	\$ 55.00
4/19/2022	Harout Messrelian	Sent email to defense counsel granting extension to provide client's personnel file and payroll records	0.1	\$550.00	(11th year)	\$ 55.00
4/19/2022	Harout Messrelian	Forwarded email re extension to legal assistant	0.1	\$550.00	(11th year)	\$ 55.00
4/19/2022	Harout Messrelian	Read response email from defense counsel re granting extension to provide payroll records and personnel file	0.1	\$550.00	(11th year)	\$ 55.00
4/19/2022	Harout Messrelian	Read email from legal assistant to defense counsel re extension on payroll records/personnel file	0.1	\$550.00	(11th year)	\$ 55.00
4/19/2022	Harout Messrelian	Read email from defense counsel re extension on payroll records/personnel file	0.1	\$550.00	(11th year)	\$ 55.00
4/19/2022	Harout Messrelian	Read email from legal assistant to defense counsel	0.1	\$550.00	(11th year)	\$ 55.00
4/19/2022	Harout Messrelian	Read email from defense counsel to legal assistant	0.1	\$550.00	(11th year)	\$ 55.00

3/22/2022	Harout Messrelian	Read email from filing service with notification that summons and complaint had been filed	0.1	\$550.00	(11th year)	\$ 55.00
5/4/2022	Harout Messrelian	Read email from defense counsel's office with client's payroll records and personnel file attached	0.1	\$550.00	(11th year)	\$ 55.00
5/4/2022	Harout Messrelian	Forwarded email with client's payroll records and personnel file to legal assistant	0.1	\$550.00	(11th year)	\$ 55.00
5/22/2023	Harout Messrelian	Read email from legal assistant to defense counsel re setting up a call on early resolution	0.1	\$550.00	(11th year)	\$ 55.00
5/23/2022	Harout Messrelian	Read email from defense counsel to legal assistant re setting up time for a phone call between counsel	0.1	\$550.00	(11th year)	\$ 55.00
5/23/2022	Harout Messrelian	Read email from legal assistant to defense counsel re setting up call on 6/9/22	0.1	\$550.00	(11th year)	\$ 55.00
5/23/2022	Harout Messrelian	Read email from defense counsel confirming 6/9/22 phone call at 2pm	0.1	\$550.00	(11th year)	\$ 55.00
5/23/2022	Harout Messrelian	Read email from legal assistant to defense counsel re best phone number for 6/9/22 call	0.1	\$550.00	(11th year)	\$ 55.00
5/23/2022	Harout Messrelian	Read email from defense counsel to legal assistant re best number for 6/9/22 call	0.1	\$550.00	(11th year)	\$ 55.00
6/9/2022	Harout Messrelian	Reviewed client's personnel file and pay records prior to call with defense counsel	0.3	\$550.00	(11th year)	\$ 165.00
6/9/2022	Harout Messrelian	Phone call with defense counsel Sharilyn Payne re case and early resolution	0.2	\$550.00	(11th year)	\$ 110.00
6/10/2022	Harout Messrelian	Sent email to defense counsel with informal PAGA discovery requests (docs and info)	0.2	\$550.00	(11th year)	\$ 110.00
6/13/2022	Harout Messrelian	Read email from defense counsel re PAGA informal discovery requests	0.1	\$550.00	(11th year)	\$ 55.00
6/26/2022	Harout Messrelian	Sent follow up email to defense counsel re PAGA informal discovery requests	0.1	\$550.00	(11th year)	\$ 55.00
6/27/2022	Harout Messrelian	Read email from defense counsel that has not yet spoken to client re informal PAGA discovery requests	0.1	\$550.00	(11th year)	\$ 55.00
6/29/2022	Harout Messrelian	Read email from defense counsel that Defendant agreed to informal PAGA discovery requests	0.1	\$550.00	(11th year)	\$ 55.00
6/29/2022	Harout Messrelian	Sent email to defense counsel confirming timeframe for Defendant to provide informal PAGA discovery	0.1	\$550.00	(11th year)	\$ 55.00
7/19/2022	Harout Messrelian	Forwarded defense counsel's emails to Maralle Messrelian to get up to speed	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Read and reviewed email from defense counsel with attached informal discovery responses for individual Plaintiff only	0.3	\$550.00	(11th year)	\$ 165.00
7/29/2022	Harout Messrelian	Sent email to defense counsel re scope of PAGA class and re pay stubs for other employees	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Sent follow up email to defense counsel re scope of PAGA class and re pay stubs for other employees	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Read email response from defense counsel re pay stubs and scope of PAGA class	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Sent email to defense counsel re sampling of pay stubs	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Read email from defense counsel re sampling of pay stubs	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Sent email to defense counsel re 20% sampling	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Read email from defense counsel re 20% sampling	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Sent email to Maralle and legal assistant re 20% sampling	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Read email from Maralle re employee list for sampling	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Sent email to Maralle with list of aggrieved employees	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Read email from Maralle to defense counsel re setting up a phone call to discuss sampling	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Read email from Maralle to defense counsel re employee list for all hourly, non exempt employees and about potential mediation	0.1	\$550.00	(11th year)	\$ 55.00
10/6/2022	Harout Messrelian	Sent email to defense counsel re updated and full employee list of hourly, non-exempt employees	0.1	\$550.00	(11th year)	\$ 55.00
10/6/2022	Harout Messrelian	Read email from defense counsel that Defendant is sending the employee list to defense counsel	0.1	\$550.00	(11th year)	\$ 55.00
10/12/2022	Harout Messrelian	Read email from defense counsel re being agreeable to mediation and update on full employee list	0.1	\$550.00	(11th year)	\$ 55.00
10/12/2022	Harout Messrelian	Read email from Maralle to defense counsel with mediator recommendations	0.1	\$550.00	(11th year)	\$ 55.00

10/13/2022	Harout Messrelian	Read email from defense counsel re mediator recommendations	0.1	\$550.00	(11th year)	\$ 55.00
10/13/2022	Harout Messrelian	Read email from defense counsel with amended responses to informal discovery and reviewed responses	0.3	\$550.00	(11th year)	\$ 165.00
10/14/2022	Harout Messrelian	Read email from Maralle to defense counsel re 20% selection from employee list	0.1	\$550.00	(11th year)	\$ 55.00
10/28/2022	Harout Messrelian	Read email from Maralle re update on mediation front as well as s potential tolling agreement	0.1	\$550.00	(11th year)	\$ 55.00
10/31/2022	Harout Messrelian	Read email from Maralle re filing suit due to statute approaching	0.1	\$550.00	(11th year)	\$ 55.00
10/31/2022	Harout Messrelian	Sent email to Maralle re filing suit	0.1	\$550.00	(11th year)	\$ 55.00
10/31/2022	Harout Messrelian	Sent email to Maralle re getting client authority to file suit	0.1	\$550.00	(11th year)	\$ 55.00
11/1/2022	Harout Messrelian	Read email from Maralle to secretary re getting client authority to file suit	0.1	\$550.00	(11th year)	\$ 55.00
11/1/2022	Harout Messrelian	Read email from secretary to Maralle re client authority to file suit	0.1	\$550.00	(11th year)	\$ 55.00
11/1/2022	Harout Messrelian	Read email from secretary to Maralle re obtaining authority from client to file suit	0.1	\$550.00	(11th year)	\$ 55.00
11/1/2022	Harout Messrelian	Read email response from Maralle to secretary re obtaining lawsuit authorization	0.1	\$550.00	(11th year)	\$ 55.00
11/2/2022	Harout Messrelian	Read email from defense counsel stating that will have update on mediation/tolling agreement next week	0.1	\$550.00	(11th year)	\$ 55.00
11/2/2022	Harout Messrelian	Read email from Maralle to defense counsel re filing suit	0.1	\$550.00	(11th year)	\$ 55.00
11/14/2022	Harout Messrelian	Read email from defense counsel re Bonnie Sabraw as potential mediator	0.1	\$550.00	(11th year)	\$ 55.00
11/14/2022	Harout Messrelian	Sent email to defense counsel re rejecting Bonnie Sabraw as potential mediator	0.1	\$550.00	(11th year)	\$ 55.00
11/14/2022	Harout Messrelian	Read email from defense counsel re mediation	0.1	\$550.00	(11th year)	\$ 55.00
11/16/2022	Harout Messrelian	Read email from defense counsel re being agreeable to Eleanor Barr and JJ Johnston as mediators	0.1	\$550.00	(11th year)	\$ 55.00
11/16/2022	Harout Messrelian	Read email from Maralle to defense counsel with mediation availability for Barr and JJ Johnston	0.1	\$550.00	(11th year)	\$ 55.00
11/17/2022	Harout Messrelian	Read email from defense counsel re February 2023 mediation dates	0.1	\$550.00	(11th year)	\$ 55.00
11/17/2022	Harout Messrelian	Read email from Maralle to defense counsel re February 2023 mediation dates	0.1	\$550.00	(11th year)	\$ 55.00
11/17/2022	Harout Messrelian	Read email from Maralle to legal assistant re our February 2023 mediation availability	0.1	\$550.00	(11th year)	\$ 55.00
11/18/2022	Harout Messrelian	Read email from Maralle to legal assistant re our February 2023 mediation availability	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Read email response from defense counsel re pay stubs and scope of PAGA class	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Sent email to defense counsel re sampling of pay stubs	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Read email from defense counsel re sampling of pay stubs	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Sent email to defense counsel re 20% sampling	0.1	\$550.00	(11th year)	\$ 55.00
7/29/2022	Harout Messrelian	Read email from defense counsel re 20% sampling	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Sent email to Maralle and legal assistant re 20% sampling	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Read email from Maralle re employee list for sampling	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Sent email to Maralle with list of aggrieved employees	0.1	\$550.00	(11th year)	\$ 55.00
9/21/2022	Harout Messrelian	Read email from Maralle to defense counsel re setting up a phone call to discuss sampling	0.1	\$550.00	(11th year)	\$ 55.00
10/12/2022	Harout Messrelian	Read email from Maralle to defense counsel with mediator recommendations	0.1	\$550.00	(11th year)	\$ 55.00
10/13/2022	Harout Messrelian	Read email from defense counsel re mediator recommendations	0.1	\$550.00	(11th year)	\$ 55.00
10/13/2022	Harout Messrelian	Read email from defense counsel with amended responses to informal discovery and reviewed responses	0.3	\$550.00	(11th year)	\$ 165.00
10/14/2022	Harout Messrelian	Read email from Maralle to defense counsel re 20% selection from employee list	0.1	\$550.00	(11th year)	\$ 55.00
10/28/2022	Harout Messrelian	Read email from Maralle re update on mediation front as well as s potential tolling agreement	0.1	\$550.00	(11th year)	\$ 55.00

10/31/2022	Harout Messrelian	Read email from Maralle re filing suit due to statute approaching	0.1	\$550.00	(11th year)	\$ 55.00
10/31/2022	Harout Messrelian	Sent email to Maralle re filing suit	0.1	\$550.00	(11th year)	\$ 55.00
10/31/2022	Harout Messrelian	Sent email to Maralle re getting client authority to file suit	0.1	\$550.00	(11th year)	\$ 55.00
11/1/2022	Harout Messrelian	Read email from Maralle to secretary re getting client authority to file suit	0.1	\$550.00	(11th year)	\$ 55.00
11/1/2022	Harout Messrelian	Read email from secretary to Maralle re client authority to file suit	0.1	\$550.00	(11th year)	\$ 55.00
11/1/2022	Harout Messrelian	Read email from secretary to Maralle re obtaining authority from client to file suit	0.1	\$550.00	(11th year)	\$ 55.00
11/1/2022	Harout Messrelian	Read email response from Maralle to secretary re obtaining lawsuit authorization	0.1	\$550.00	(11th year)	\$ 55.00
11/2/2022	Harout Messrelian	Read email from defense counsel stating that will have update on mediation/tolling agreement next week	0.1	\$550.00	(11th year)	\$ 55.00
11/2/2022	Harout Messrelian	Read email from Maralle to defense counsel re filing suit	0.1	\$550.00	(11th year)	\$ 55.00
11/14/2022	Harout Messrelian	Read email from defense counsel re Bonnie Sabraw as potential mediator	0.1	\$550.00	(11th year)	\$ 55.00
11/14/2022	Harout Messrelian	Sent email to defense counsel re rejecting Bonnie Sabraw as potential mediator	0.1	\$550.00	(11th year)	\$ 55.00
11/14/2022	Harout Messrelian	Read email from defense counsel re mediation	0.1	\$550.00	(11th year)	\$ 55.00
11/16/2022	Harout Messrelian	Read email from defense counsel re being agreeable to Eleanor Barr and JJ Johnston as mediators	0.1	\$550.00	(11th year)	\$ 55.00
11/16/2022	Harout Messrelian	Read email from Maralle to defense counsel with mediation availability for Barr and JJ Johnston	0.1	\$550.00	(11th year)	\$ 55.00
11/17/2022	Harout Messrelian	Read email from defense counsel re February 2023 mediation dates	0.1	\$550.00	(11th year)	\$ 55.00
11/17/2022	Harout Messrelian	Read email from Maralle to defense counsel re February 2023 mediation dates	0.1	\$550.00	(11th year)	\$ 55.00
11/17/2022	Harout Messrelian	Read email from Maralle to legal assistant re our February 2023 mediation availability	0.1	\$550.00	(11th year)	\$ 55.00
11/18/2022	Harout Messrelian	Read email from Maralle to legal assistant re our February 2023 mediation availability	0.1	\$550.00	(11th year)	\$ 55.00
11/18/2022	Harout Messrelian	Read email from legal assistant to Maralle re February 2023 dates that won't work for mediation	0.1	\$550.00	(11th year)	\$ 55.00
11/18/2022	Harout Messrelian	Read email from legal assistant to Maralle re February 2023 dates that won't work for mediation	0.1	\$550.00	(11th year)	\$ 55.00
11/18/2022	Harout Messrelian	Read email from Maralle re working on draft of complaint	0.1	\$550.00	(11th year)	\$ 55.00
11/27/2022	Harout Messrelian	Read email from Maralle re causes of action in complaint	0.1	\$550.00	(11th year)	\$ 55.00
11/27/2022	Harout Messrelian	Sent email to Maralle re causes of action in complaint	0.1	\$550.00	(11th year)	\$ 55.00
12/1/2022	Harout Messrelian	Read email from Maralle re sending her intake info on client	0.1	\$550.00	(11th year)	\$ 55.00
12/1/2022	Harout Messrelian	Read email from Maralle with attached complaint for filing	0.1	\$550.00	(11th year)	\$ 55.00
12/1/2022	Harout Messrelian	Reviewed complaint to finalize for filing	0.4	\$550.00	(11th year)	\$ 220.00
12/1/2022	Harout Messrelian	Sent email to Maralle re review of complaint	0.1	\$550.00	(11th year)	\$ 55.00
12/1/2022	Harout Messrelian	Read email from DFEH re right to sue notice; reviewed right to sue notice	0.1	\$550.00	(11th year)	\$ 55.00
12/1/2022	Harout Messrelian	Sent email to Maralle re DFEH right to sue notice	0.1	\$550.00	(11th year)	\$ 55.00
12/1/2022	Harout Messrelian	Read email from Maralle to defense counsel re February 2023 mediation dates	0.1	\$550.00	(11th year)	\$ 55.00
12/2/2022	Harout Messrelian	Read email from defense counsel re follow up with her client re February 2023 mediation dates	0.1	\$550.00	(11th year)	\$ 55.00
12/3/2022	Harout Messrelian	Read email from legal assistant to defense counsel re NAR with attached summons/complaint	0.1	\$550.00	(11th year)	\$ 55.00
12/3/2022	Harout Messrelian	Read email from Maralle re NAR	0.1	\$550.00	(11th year)	\$ 55.00
12/3/2022	Harout Messrelian	Read email from legal assistant re sending data to data expert for review	0.1	\$550.00	(11th year)	\$ 55.00
12/3/2022	Harout Messrelian	Read email from Maralle re still waiting for sampling of payroll records from Defendant	0.1	\$550.00	(11th year)	\$ 55.00
12/3/2022	Harout Messrelian	Read email from legal assistant re sending data to expert for only individual Plaintiff	0.1	\$550.00	(11th year)	\$ 55.00
12/3/2022	Harout Messrelian	Read email from Maralle to legal assistant re waiting to send data to data expert for review	0.1	\$550.00	(11th year)	\$ 55.00
12/8/2022	Harout Messrelian	Read email from defense counsel with Defendant's availability for mediation in February 2023	0.1	\$550.00	(11th year)	\$ 55.00

12/8/2022	Harout Messrelian	Read email from legal assistant re our availability for February 2023 mediation	0.1	\$550.00	(11th year)	\$ 55.00
12/9/2022	Harout Messrelian	Read email from Maralle re Mediator selection	0.1	\$550.00	(11th year)	\$ 55.00
12/9/2022	Harout Messrelian	Sent email to Maralle re mediator selection	0.1	\$550.00	(11th year)	\$ 55.00
12/9/2022	Harout Messrelian	Read email from Maralle to defense counsel re confirming Eleanor Barr mediation availability	0.1	\$550.00	(11th year)	\$ 55.00
12/9/2022	Harout Messrelian	Read email from Maralle to defense counsel re confirming Eleanor Barr mediation availability	0.1	\$550.00	(11th year)	\$ 55.00
12/9/2022	Harout Messrelian	Read email from defense counsel re locking in 2/17/23 mediation date with Eleanor Barr	0.1	\$550.00	(11th year)	\$ 55.00
12/9/2022	Harout Messrelian	Read email from Maralle to mediator's office re holding 2/17/23 date for mediation	0.1	\$550.00	(11th year)	\$ 55.00
12/9/2022	Harout Messrelian	Read email from mediator's office re holding 2/17/23 mediation date	0.1	\$550.00	(11th year)	\$ 55.00
12/11/2022	Harout Messrelian	Read email from Maralle to mediator's office re case caption and service list	0.1	\$550.00	(11th year)	\$ 55.00
12/12/2022	Harout Messrelian	Read email from mediator's office re February mediation date	0.1	\$550.00	(11th year)	\$ 55.00
12/22/2022	Harout Messrelian	Read email from defense counsel's office with executed NAR	0.1	\$550.00	(11th year)	\$ 55.00
1/4/2023	Harout Messrelian	Read email from defense counsel re wanting in person mediation for Defendant and re moving mediation	0.1	\$600.00	(12th year)	\$ 60.00
1/4/2023	Harout Messrelian	Read email from Maralle re in person mediation	0.1	\$600.00	(12th year)	\$ 60.00
1/4/2023	Harout Messrelian	Sent email to Maralle re in person mediation	0.1	\$600.00	(12th year)	\$ 60.00
1/4/2023	Harout Messrelian	Read email from Maralle to defense counsel re potentially moving mediation to 3/31/23	0.1	\$600.00	(12th year)	\$ 60.00
1/4/2023	Harout Messrelian	Read email from defense counsel re 3/31/23 potential mediation date	0.1	\$600.00	(12th year)	\$ 60.00
1/4/2023	Harout Messrelian	Read email from Maralle to legal assistant re our availability for 3/31/23 mediation date	0.1	\$600.00	(12th year)	\$ 60.00
1/4/2023	Harout Messrelian	Read email from legal assistant re our availability for 3/31/23 mediation	0.1	\$600.00	(12th year)	\$ 60.00
1/4/2023	Harout Messrelian	Read email from secretary re clearing 3/31/23 mediation date with client	0.1	\$600.00	(12th year)	\$ 60.00
1/4/2023	Harout Messrelian	Read email from Maralle to defense counsel re: 3/31/23 mediation date working for us	0.1	\$600.00	(12th year)	\$ 60.00
1/5/2023	Harout Messrelian	Read email from defense counsel re letting mediator's office know about 3/31/23 mediation date	0.1	\$600.00	(12th year)	\$ 60.00
1/5/2023	Harout Messrelian	Read email from defense counsel to mediator's office re rescheduling mediation to 3/31/23	0.1	\$600.00	(12th year)	\$ 60.00
1/5/2023	Harout Messrelian	Read email from mediator's office re doing a hybrid in person and zoom mediation	0.1	\$600.00	(12th year)	\$ 60.00
1/5/2023	Harout Messrelian	Read email from Maralle to mediator's office re our agreement to do hybrid mediation	0.1	\$600.00	(12th year)	\$ 60.00
1/5/2023	Harout Messrelian	Read email from mediator's office re rescheduled mediation	0.1	\$600.00	(12th year)	\$ 60.00
1/5/2023	Harout Messrelian	Read email from defense counsel to mediator's office re rescheduled mediation	0.1	\$600.00	(12th year)	\$ 60.00
1/13/2023	Harout Messrelian	Read email from defense counsel's office with attached PAGA sampling data	0.1	\$600.00	(12th year)	\$ 60.00
1/13/2023	Harout Messrelian	Forwarded PAGA sampling data to legal assistant	0.1	\$600.00	(12th year)	\$ 60.00
1/14/2023	Harout Messrelian	Read email from legal assistant re sending sampling to data expert	0.1	\$600.00	(12th year)	\$ 60.00
1/14/2023	Harout Messrelian	Read email from Maralle to legal assistant re sending data sampling to our data analyst	0.1	\$600.00	(12th year)	\$ 60.00
1/14/2023	Harout Messrelian	Read email from legal assistant to Maralle re sending sampling data to data expert	0.1	\$600.00	(12th year)	\$ 60.00
1/14/2023	Harout Messrelian	Read email from Maralle to legal assistant re sending sampling to our data expert	0.1	\$600.00	(12th year)	\$ 60.00
1/15/2023	Harout Messrelian	Read email from legal assistant confirming that data was sent to our data analyst for review	0.1	\$600.00	(12th year)	\$ 60.00
1/17/2023	Harout Messrelian	Read email from Maralle to defense counsel re protective order	0.1	\$600.00	(12th year)	\$ 60.00
1/17/2023	Harout Messrelian	Read email from defense counsel with attached protective order and reviewed protective order	0.3	\$600.00	(12th year)	\$ 180.00
1/17/2023	Harout Messrelian	Sent email to Maralle re protective order being standard	0.1	\$600.00	(12th year)	\$ 60.00
1/18/2023	Harout Messrelian	Read email from legal assistant to defense counsel with signed protective order	0.1	\$600.00	(12th year)	\$ 60.00

1/31/2023	Harout Messrelian	Read email notification from Court re answer being filed by Defendant	0.1	\$600.00	(12th year)	\$ 60.00
1/31/2023	Harout Messrelian	Forwarded court notice email to Maralle and legal assistant	0.1	\$600.00	(12th year)	\$ 60.00
2/1/2023	Harout Messrelian	Read email notification from Court re defense filing a Notice of Remote Appearance	0.1	\$600.00	(12th year)	\$ 60.00
2/4/2023	Harout Messrelian	Read email from legal assistant to data analyst re status of analysis	0.1	\$600.00	(12th year)	\$ 60.00
2/6/2023	Harout Messrelian	Read email from data analyst re status	0.1	\$600.00	(12th year)	\$ 60.00
2/6/2023	Harout Messrelian	Read email from data analyst re status	0.1	\$600.00	(12th year)	\$ 60.00
2/6/2023	Harout Messrelian	Read email from legal assistant to data analyst re timing of analysis	0.1	\$600.00	(12th year)	\$ 60.00
2/7/2023	Harout Messrelian	Read email from defense counsel's office re marking document sampling as confidential	0.1	\$600.00	(12th year)	\$ 60.00
2/7/2023	Harout Messrelian	Read email from Maralle re documents sent by defense counsel	0.1	\$600.00	(12th year)	\$ 60.00
2/7/2023	Harout Messrelian	Read email from legal assistant re documents sent by defense	0.1	\$600.00	(12th year)	\$ 60.00
2/7/2023	Harout Messrelian	Read email from Maralle re documents sent by defense counsel	0.1	\$600.00	(12th year)	\$ 60.00
2/9/2023	Harout Messrelian	Read email from legal assistant re documents sent by defense	0.1	\$600.00	(12th year)	\$ 60.00
2/9/2023	Harout Messrelian	Read email from Maralle re documents sent by defense counsel	0.1	\$600.00	(12th year)	\$ 60.00
2/9/2023	Harout Messrelian	Read email from legal assistant to data analyst re status of analysis	0.1	\$600.00	(12th year)	\$ 60.00
2/9/2023	Harout Messrelian	Read email from data analyst re status	0.1	\$600.00	(12th year)	\$ 60.00
2/9/2023	Harout Messrelian	Read email from data analyst re status	0.1	\$600.00	(12th year)	\$ 60.00
2/11/2023	Harout Messrelian	Read email from data analyst with initial analysis figures and reviewed figures	0.2	\$600.00	(12th year)	\$ 120.00
2/24/2023	Harout Messrelian	Read email with attached filed stipulated protective order	0.1	\$600.00	(12th year)	\$ 60.00
3/1/2023	Harout Messrelian	Read email from legal assistant re mediation payment	0.1	\$600.00	(12th year)	\$ 60.00
3/8/2023	Harout Messrelian	Read email from legal assistant to secretary re mediation payment invoice/envelope	0.1	\$600.00	(12th year)	\$ 60.00
3/16/2023	Harout Messrelian	Read email from legal assistant re whether mediation payment was sent	0.1	\$600.00	(12th year)	\$ 60.00
3/16/2023	Harout Messrelian	Sent email to legal assistant re sending mediation payment next week	0.1	\$600.00	(12th year)	\$ 60.00
3/22/2023	Harout Messrelian	Read email from legal assistant re mediation payment	0.1	\$600.00	(12th year)	\$ 60.00
3/22/2023	Harout Messrelian	Sent email to legal assistant re mediation payment	0.1	\$600.00	(12th year)	\$ 60.00
3/23/2023	Harout Messrelian	Read email from legal assistant to mediator's office re mediation participants	0.1	\$600.00	(12th year)	\$ 60.00
3/23/2023	Harout Messrelian	Read email from mediator's office re signing confidentiality agreements	0.1	\$600.00	(12th year)	\$ 60.00
3/23/2023	Harout Messrelian	Read email with attached confidentiality agreement and signed via DocuSign	0.1	\$600.00	(12th year)	\$ 60.00
3/27/2023	Harout Messrelian	Read email from defense counsel's office with attached Case Management Statement and reviewed CMC Statement	0.2	\$600.00	(12th year)	\$ 120.00
3/27/2023	Harout Messrelian	Read email from Maralle re Plaintiff's CMC statement	0.1	\$600.00	(12th year)	\$ 60.00
3/27/2023	Harout Messrelian	Read email from Maralle to defense counsel re CMC statement having to be joint and also reviewed draft joint CMC statement	0.2	\$600.00	(12th year)	\$ 120.00
3/27/2023	Harout Messrelian	Read email from Maralle to defense counsel with complex litigation guidelines attached	0.1	\$600.00	(12th year)	\$ 60.00
3/27/2023	Harout Messrelian	Read email from defense counsel acknowledging that the CMC statement must be joint	0.1	\$600.00	(12th year)	\$ 60.00
3/27/2023	Harout Messrelian	Read email from defense counsel re changes to joint CMC Statement	0.1	\$600.00	(12th year)	\$ 60.00
3/27/2023	Harout Messrelian	Read email from Maralle to legal assistant re making sure NARs were filed with the Court	0.1	\$600.00	(12th year)	\$ 60.00
3/27/2023	Harout Messrelian	Read email from Maralle to our service company re filing of joint CMC statement	0.1	\$600.00	(12th year)	\$ 60.00
3/27/2023	Harout Messrelian	Read email notification from Court re filing joint CMC Statement	0.1	\$600.00	(12th year)	\$ 60.00
3/27/2023	Harout Messrelian	Read email from defense counsel re sharing mediation briefs	0.1	\$600.00	(12th year)	\$ 60.00

3/27/2023	Harout Messrelian	Read email from Maralle to defense counsel re sharing mediation briefs	0.1	\$600.00	(12th year)	\$ 60.00
3/28/2023	Harout Messrelian	Reviewed data analyst's findings and reviewed PAGA penalties exposure spreadsheet drafted by Maralle	0.4	\$600.00	(12th year)	\$ 240.00
3/29/2023	Harout Messrelian	Sent email to Maralle re PAGA penalties exposure spreadsheet	0.1	\$600.00	(12th year)	\$ 60.00
3/29/2023	Harout Messrelian	Sent email to Maralle re providing mediator with further arguments	0.1	\$600.00	(12th year)	\$ 60.00
3/29/2023	Harout Messrelian	Read email from Maralle re providing mediator with further arguments for mediation	0.1	\$600.00	(12th year)	\$ 60.00
3/29/2023	Harout Messrelian	Read email from Maralle re providing mediator with further arguments for mediation	0.1	\$600.00	(12th year)	\$ 60.00
3/29/2023	Harout Messrelian	Read email from Maralle to mediator with arguments and PAGA penalties spreadsheet; also reviewed Defendants' employment policies/handbook	0.5	\$600.00	(12th year)	\$ 300.00
3/30/2023	Harout Messrelian	Read email from mediator re questions on the PAGA spreadsheet as well as Plaintiff's individual claims	0.1	\$600.00	(12th year)	\$ 60.00
3/31/2023	Harout Messrelian	All-day mediation with Eleanor Barr including reviewing and finalizing MOU	7.7	\$600.00	(12th year)	\$ 4,620.00
4/2/2023	Harout Messrelian	Read email from Maralle to defense counsel re settlement administrator bids and whether Spanish translation was necessary	0.1	\$600.00	(12th year)	\$ 60.00
4/2/2023	Harout Messrelian	Read email from defense counsel re settlement administrator bids	0.1	\$600.00	(12th year)	\$ 60.00
4/2/2023	Harout Messrelian	Read email from Maralle to defense counsel re bids and status of the long form settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
4/4/2023	Harout Messrelian	Read email from defense counsel with updated number of non-exempt employees and that Spanish translation is necessary	0.1	\$600.00	(12th year)	\$ 60.00
4/4/2023	Harout Messrelian	Read email from Maralle to defense counsel re getting bids	0.1	\$600.00	(12th year)	\$ 60.00
4/4/2023	Harout Messrelian	Read email from Maralle to defense counsel re draft PAGA notice	0.1	\$600.00	(12th year)	\$ 60.00
4/4/2023	Harout Messrelian	Read email from Maralle to Phoenix re PAGA settlement administration bid	0.1	\$600.00	(12th year)	\$ 60.00
4/4/2023	Harout Messrelian	Read email from Maralle to ILYM re PAGA settlement administration bid	0.1	\$600.00	(12th year)	\$ 60.00
4/4/2023	Harout Messrelian	Read email from ILYM with bid attached to email	0.1	\$600.00	(12th year)	\$ 60.00
4/4/2023	Harout Messrelian	Read email from Maralle to Simpluris re PAGA Settlement Administration bid	0.1	\$600.00	(12th year)	\$ 60.00
4/5/2023	Harout Messrelian	Read email from Phoenix with attached bid	0.1	\$600.00	(12th year)	\$ 60.00
4/5/2023	Harout Messrelian	Read email from Simpluris with attached bid	0.1	\$600.00	(12th year)	\$ 60.00
4/5/2023	Harout Messrelian	Read email from Maralle to Phoenix re receiving bid	0.1	\$600.00	(12th year)	\$ 60.00
4/7/2023	Harout Messrelian	Read email from secretary re client wanting case update	0.1	\$600.00	(12th year)	\$ 60.00
4/7/2023	Harout Messrelian	Read email from defense counsel with attached settlement agreement and PAGA notice	0.1	\$600.00	(12th year)	\$ 60.00
4/11/2023	Harout Messrelian	Read email from Maralle re draft settlement agreement; reviewed draft settlement agreement	0.3	\$600.00	(12th year)	\$ 180.00
4/11/2023	Harout Messrelian	Read email from Maralle re our missed appearance at the CMC	0.1	\$600.00	(12th year)	\$ 60.00
4/11/2023	Harout Messrelian	Read email from legal assistant re declaration re missed CMC appearance	0.1	\$600.00	(12th year)	\$ 60.00
4/12/2023	Harout Messrelian	Drafted declaration re missed court appearance	0.2	\$600.00	(12th year)	\$ 120.00
4/12/2023	Harout Messrelian	Sent email to defense counsel re issues with settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
4/12/2023	Harout Messrelian	Read email from defense counsel agreeing to make changes to settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
4/12/2023	Harout Messrelian	Emailed declaration re missed appearance to legal assistant for filing	0.1	\$600.00	(12th year)	\$ 60.00
4/16/2023	Harout Messrelian	Read email from Maralle to secretary re providing status update to client	0.1	\$600.00	(12th year)	\$ 60.00
4/16/2023	Harout Messrelian	Sent email to legal assistant re filing of declaration	0.1	\$600.00	(12th year)	\$ 60.00
4/16/2023	Harout Messrelian	Read email from legal assistant that declaration re missed appearance was filed	0.1	\$600.00	(12th year)	\$ 60.00
4/16/2023	Harout Messrelian	Read email notification from Court re filed declaration re missed CMC appearance	0.1	\$600.00	(12th year)	\$ 60.00
5/5/2023	Harout Messrelian	Sent email to legal assistant re 7/14/23 approval hearing date and making sure declaration re missed appearance was filed	0.1	\$600.00	(12th year)	\$ 60.00

5/5/2023	Harout Messrelian	Read email from legal assistant re declaration re missed CMC appearance	0.1	\$600.00	(12th year)	\$ 60.00
5/11/2023	Harout Messrelian	Read email from defense counsel re settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
5/11/2023	Harout Messrelian	Sent email to secretary to print settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
5/15/2023	Harout Messrelian	Read email from Maralle re total costs on case	0.1	\$600.00	(12th year)	\$ 60.00
5/15/2023	Harout Messrelian	Read email from Maralle to defense counsel re providing our redlines to settlement agreements by end of week	0.1	\$600.00	(12th year)	\$ 60.00
5/15/2023	Harout Messrelian	Read email from Maralle re changes to draft settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
5/15/2023	Harout Messrelian	Sent email to Maralle re changes to draft settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from service company re declaration being accepted by the Court	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from legal assistant re invoice for data analyst work	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from data analyst re invoice	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from legal assistant re invoice for data analyst work	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from legal assistant re total costs on case	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from Maralle re total costs on case	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from legal assistant re total costs on case	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from Maralle re total costs on case	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from legal assistant re mediation cost	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Sent email to legal assistant re payment mediation	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from legal assistant re total case costs	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from legal assistant re total case costs	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from Maralle re final total case costs	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Reviewed redlines made by Maralle to draft settlement agreements	0.3	\$600.00	(12th year)	\$ 180.00
5/16/2023	Harout Messrelian	Emailed Maralle that redlines looked fine	0.1	\$600.00	(12th year)	\$ 60.00
2/9/2023	Harout Messrelian	Read email from legal assistant re documents sent by defense	0.1	\$600.00	(12th year)	\$ 60.00
5/16/2023	Harout Messrelian	Read email from Maralle to defense counsel re redlines to draft settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
5/22/2023	Harout Messrelian	Read email from defense counsel re receiving our edits to settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
5/26/2023	Harout Messrelian	Sent email to defense counsel re status of accepting our redlines to draft settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
5/26/2023	Harout Messrelian	Read email from defense counsel stating that will provide feedback next week re settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
5/30/2023	Harout Messrelian	Read email from defense counsel accepting our changes and finalizing settlement agreements for signature	0.1	\$600.00	(12th year)	\$ 60.00
6/4/2023	Harout Messrelian	Read email from Maralle to defense counsel finalizing settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
6/5/2023	Harout Messrelian	Read email from Maralle to defense counsel re finalized settlement agreements	0.1	\$600.00	(12th year)	\$ 60.00
6/5/2023	Harout Messrelian	Read email from Maralle to legal assistant re sending settlement agreement to client for signature	0.1	\$600.00	(12th year)	\$ 60.00
6/5/2023	Harout Messrelian	Read email from legal assistant confirming that settlement agreement was sent to client for signature	0.1	\$600.00	(12th year)	\$ 60.00
6/5/2023	Harout Messrelian	Read email from legal assistant to defense counsel with signed settlement agreement attached	0.1	\$600.00	(12th year)	\$ 60.00
6/12/2023	Harout Messrelian	Read email from Maralle to ILYM re choosing ILYM as administrator	0.1	\$600.00	(12th year)	\$ 60.00
6/12/2023	Harout Messrelian	Read email from ILYM re case manager being assigned	0.1	\$600.00	(12th year)	\$ 60.00
6/12/2023	Harout Messrelian	Read email from Maralle to ILYM re adequacy declaration	0.1	\$600.00	(12th year)	\$ 60.00
6/12/2023	Harout Messrelian	Read email from ILYM re adequacy declaration	0.1	\$600.00	(12th year)	\$ 60.00
6/12/2023	Harout Messrelian	Read email from Maralle to ILYM re adequacy declaration	0.1	\$600.00	(12th year)	\$ 60.00
6/15/2023	Harout Messrelian	Read email from Maralle to ILYM re adequacy declaration	0.1	\$600.00	(12th year)	\$ 60.00

6/15/2023	Harout Messrelian	Read email from ILYM with attached adequacy declaration	0.1	\$600.00	(12th year)	\$ 60.00
6/15/2023	Harout Messrelian	Read email from Maralle to ILYM re receiving declaration	0.1	\$600.00	(12th year)	\$ 60.00
6/15/2023	Harout Messrelian	Read email from secretary re client wanting update on case	0.1	\$600.00	(12th year)	\$ 60.00
6/15/2023	Harout Messrelian	Read email from Maralle to secretary re giving client update	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Reviewed PAGA motion for approval	0.9	\$600.00	(12th year)	\$ 540.00
6/20/2023	Harout Messrelian	Sent email to Maralle re exposure calculation	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Sent email to Maralle re total number of employees	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Sent email to Maralle re attorneys fees	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Read email from Maralle re number of employees	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Read email from Maralle re exposure calculation	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Sent email to Maralle re analysis of claims	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Read email from Maralle re analysis of claims	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Sent email to Maralle re analysis of claims	0.1	\$600.00	(12th year)	\$ 60.00
6/20/2023	Harout Messrelian	Sent email to Maralle re analysis of claims for meal/rest/rounding	0.2	\$600.00	(12th year)	\$ 120.00
6/20/2023	Harout Messrelian	Read email from Maralle re analysis of claims for meal/rest/rounding	0.1	\$600.00	(12th year)	\$ 60.00
6/21/2023	Harout Messrelian	Read email from Maralle to defense counsel with PAGA approval motion attached	0.1	\$600.00	(12th year)	\$ 60.00
6/21/2023	Harout Messrelian	Filed PAGA settlement agreement with LWDA	0.2	\$600.00	(12th year)	\$ 120.00
7/14/2023	Harout Messrelian	Read email from Maralle with hearing notes for PAGA approval hearing	0.1	\$600.00	(12th year)	\$ 60.00
7/17/2023	Harout Messrelian	Read email from ILYM re results of approval hearing	0.1	\$600.00	(12th year)	\$ 60.00
7/17/2023	Harout Messrelian	Read email from defense counsel to ILYM re results of approval hearing	0.1	\$600.00	(12th year)	\$ 60.00
7/19/2023	Harout Messrelian	Read email from Maralle re changes to the settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
7/19/2023	Harout Messrelian	Read email from defense counsel re changes to settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
7/20/2023	Harout Messrelian	Read email from defense counsel with modified PAGA settlement agreement and also reviewed modified PAGA settlement agreement	0.2	\$600.00	(12th year)	\$ 120.00
7/27/2023	Harout Messrelian	Read email from Maralle re modified PAGA settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
7/27/2023	Harout Messrelian	Sent email to Maralle re modified PAGA settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
7/27/2023	Harout Messrelian	Read email from Maralle re amended proposed order	0.1	\$600.00	(12th year)	\$ 60.00
7/28/2023	Harout Messrelian	Read email from defense counsel re changes to PAGA settlement agreement	0.2	\$600.00	(12th year)	\$ 120.00
8/3/2023	Harout Messrelian	Read email from Maralle re changes to PAGA settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
8/3/2023	Harout Messrelian	Read email from Maralle to defense counsel re sending finalized modified PAGA settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
8/3/2023	Harout Messrelian	Read email from defense counsel re sending finalized modified PAGA settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
8/4/2023	Harout Messrelian	Read email from Maralle to secretary re sending modified PAGA settlement agreement to client for signature	0.1	\$600.00	(12th year)	\$ 60.00
8/4/2023	Harout Messrelian	Read email from Maralle to defense counsel with Plaintiff's signature on the modified PAGA settlement agreement	0.1	\$600.00	(12th year)	\$ 60.00
8/14/2023	Harout Messrelian	review PAGA suppl declaration/exhibits; call w Maralle re finalizing suppl. papers	0.3	\$600.00	(12th year)	\$ 180.00
8/14/2023	Harout Messrelian	read email from Maralle to defense counsel re suppl papers	0.1	\$600.00	(12th year)	\$ 60.00
TOTAL HOURS:			46.6			\$ 27,025.00

ARTURO VERA LOPEZ V. GREEN VALLEY LANDSCAPE - ATTORNEY WORK HOURS

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
7/19/2022	Maralle Messrelian	review intake docs/LWDA letter/case file	0.8	\$350.00	5th year	\$ 280.00
7/29/2022	Maralle Messrelian	review HM email to defense re informal discovery responses	0.1	\$350.00	5th year	\$ 35.00
7/29/2022	Maralle Messrelian	read email from defense to HM re doc production	0.1	\$350.00	5th year	\$ 35.00
7/29/2022	Maralle Messrelian	read HM reply email to defense	0.1	\$350.00	5th year	\$ 35.00
9/21/2022	Maralle Messrelian	read HM email re sample selection	0.1	\$350.00	5th year	\$ 35.00
9/21/2022	Maralle Messrelian	reply HM email re sample selection	0.1	\$350.00	5th year	\$ 35.00
9/21/2022	Maralle Messrelian	review case file docs; email defense re scheduling call	0.3	\$350.00	5th year	\$ 105.00
9/21/2022	Maralle Messrelian	call w defense re informal discovery/sampling	0.4	\$350.00	5th year	\$ 140.00
9/21/2022	Maralle Messrelian	follow up email to defense re sampling	0.1	\$350.00	5th year	\$ 35.00
10/6/2022	Maralle Messrelian	read HM email to defense re sampling	0.1	\$350.00	5th year	\$ 35.00
10/6/2022	Maralle Messrelian	email HM re email to defense	0.1	\$350.00	5th year	\$ 35.00
10/12/2022	Maralle Messrelian	read email from defense re update on sample production	0.1	\$350.00	5th year	\$ 35.00
10/12/2022	Maralle Messrelian	draft proposed mediator list; email defense re scheduling cal and list of propose mediators	0.33	\$350.00	5th year	\$ 115.50
10/13/2022	Maralle Messrelian	read/reply to defense email re scheduling call	0.1	\$350.00	5th year	\$ 35.00
10/14/2022	Maralle Messrelian	call with defense re sampling/next steps	0.3	\$350.00	5th year	\$ 105.00
10/14/2022	Maralle Messrelian	follow up email to defense re call discussion/complaint/tolling	0.1	\$350.00	5th year	\$ 35.00
10/28/2022	Maralle Messrelian	follow up email to defense re complaint/tolling	0.1	\$350.00	5th year	\$ 35.00
10/31/2022	Maralle Messrelian	email to HM re statute of limitations/filing of complaint/tolling	0.1	\$350.00	5th year	\$ 35.00
10/31/2022	Maralle Messrelian	read HM email re client autho	0.1	\$350.00	5th year	\$ 35.00
10/31/2022	Maralle Messrelian	reply HM email re client autho re filing	0.1	\$350.00	5th year	\$ 35.00
11/1/2022	Maralle Messrelian	email legal assistant re reaching out to client re autho re filing	0.1	\$350.00	5th year	\$ 35.00
11/1/2022	Maralle Messrelian	review email from legal assistant re client autho	0.1	\$350.00	5th year	\$ 35.00
11/2/2022	Maralle Messrelian	read email from defense re update	0.1	\$350.00	5th year	\$ 35.00
11/2/2022	Maralle Messrelian	reply email to defense re statute/filing	0.1	\$350.00	5th year	\$ 35.00
11/14/2022	Maralle Messrelian	read email from defense re mediators	0.1	\$350.00	5th year	\$ 35.00
11/14/2022	Maralle Messrelian	discuss mediators w HM	0.1	\$350.00	5th year	\$ 35.00
11/14/2022	Maralle Messrelian	read email from HM to defense re mediator	0.3	\$350.00	5th year	\$ 105.00
11/16/2022	Maralle Messrelian	read email from OC re mediators	0.1	\$350.00	5th year	\$ 35.00
11/16/2022	Maralle Messrelian	inquire re mediator availability/email OC re mediator availability	0.2	\$350.00	5th year	\$ 70.00
11/17/2022	Maralle Messrelian	read email from defense	0.1	\$350.00	5th year	\$ 35.00
11/17/2022	Maralle Messrelian	reply defense email re mediation dates	0.1	\$400.00	6th year	\$ 40.00
11/17/2022	Maralle Messrelian	email legal assistant re february availability re mediation scheduling	0.1	\$400.00	6th year	\$ 40.00
11/18/2022	Maralle Messrelian	follow up email to assistant re Feb calendar for HM	0.1	\$400.00	6th year	\$ 40.00
11/27/2022	Maralle Messrelian	draft complaint	2.0	\$400.00	6th year	\$ 800.00
11/27/2022	Maralle Messrelian	email HM re questions re complaint COAs	0.1	\$400.00	6th year	\$ 40.00
12/1/2022	Maralle Messrelian	finalize complaint; email copy to HM for review	1.0	\$400.00	6th year	\$ 400.00
12/1/2022	Maralle Messrelian	PDF complaint; prepare summons/filing docs; email complaint to atty service for filing	0.3	\$400.00	6th year	\$ 120.00
12/1/2022	Maralle Messrelian	follow up email to defense re Feb. mediation dates	0.1	\$400.00	6th year	\$ 40.00
12/3/2022	Maralle Messrelian	review conformed complaint docs	0.1	\$400.00	6th year	\$ 40.00
12/3/2022	Maralle Messrelian	reply to atty service re conformed docs	0.1	\$400.00	6th year	\$ 40.00
12/3/2022	Maralle Messrelian	email w legal assistant re NAR to defense	0.1	\$400.00	6th year	\$ 40.00
12/3/2022	Maralle Messrelian	emails w legal assistant re data analysis status	0.2	\$400.00	6th year	\$ 80.00
12/3/2022	Maralle Messrelian	review legal assistant email re NAR to defense	0.1	\$400.00	6th year	\$ 40.00
12/8/2022	Maralle Messrelian	read email from defense re mediation dates/mediators	0.1	\$400.00	6th year	\$ 40.00
12/8/2022	Maralle Messrelian	read email from legal assistant re HM Feb availability	0.1	\$400.00	6th year	\$ 40.00
12/9/2022	Maralle Messrelian	email HM re mediator preference	0.1	\$400.00	6th year	\$ 40.00
12/9/2022	Maralle Messrelian	email Eleanor Barr case manager re mediation scheduling	0.1	\$400.00	6th year	\$ 40.00
12/9/2022	Maralle Messrelian	follow up emails with defense re mediation	0.1	\$400.00	6th year	\$ 40.00
12/9/2022	Maralle Messrelian	email Ms. Barr case manager re 2/17 mediation date	0.1	\$400.00	6th year	\$ 40.00
12/11/2022	Maralle Messrelian	email mediator case manager case caption page	0.1	\$400.00	6th year	\$ 40.00
12/12/2022	Maralle Messrelian	review case manager email re mediation confirmation	0.1	\$400.00	6th year	\$ 40.00
12/22/2022	Maralle Messrelian	read email from defense to Ms. Barr case manager	0.1	\$400.00	6th year	\$ 40.00
12/22/2022	Maralle Messrelian	review case manager emails to defense re in person mediation	0.1	\$400.00	6th year	\$ 40.00
12/28/2022	Maralle Messrelian	read defense email to Ms. Barr case manager	0.1	\$400.00	6th year	\$ 40.00
1/4/2023	Maralle Messrelian	read emails b/w defense and Ms. Barr case manager re mediation rescheduling	0.2	\$400.00	6th year	\$ 80.00
1/5/2023	Maralle Messrelian	read emails b/w defense and Ms. Barr case manager re mediation rescheduling	0.1	\$400.00	6th year	\$ 40.00
1/5/2023	Maralle Messrelian	email Ms. Barr case manager re hyvrid mediation	0.1	\$400.00	6th year	\$ 40.00

1/6/2023	Maralle Messrelian	read mediator case manager and defense emails re mediation new date confirmation	0.1	\$400.00	6th year	\$	40.00
1/14/2023	Maralle Messrelian	email to HM/legal assistant re data analysis	0.1	\$400.00	6th year	\$	40.00
1/15/2023	Maralle Messrelian	reply email to defense re sample production	0.1	\$400.00	6th year	\$	40.00
1/15/2023	Maralle Messrelian	review produced sample time/pay records	0.4	\$400.00	6th year	\$	160.00
1/17/2023	Maralle Messrelian	emails w defense re protective order	0.1	\$400.00	6th year	\$	40.00
1/17/2023	Maralle Messrelian	review draft protective order	0.3	\$400.00	6th year	\$	120.00
1/18/2023	Maralle Messrelian	review legal assistant email to OC re signed protective order	0.1	\$400.00	6th year	\$	40.00
		read email from defense re responsive pleading deadline extension; reply					
1/22/2023	Maralle Messrelian	extension; reply	0.1	\$400.00	6th year	\$	40.00
1/30/2023	Maralle Messrelian	emails w defense re complex designation	0.2	\$400.00	6th year	\$	80.00
1/31/2023	Maralle Messrelian	read emails b/w legal assistant and defense re complex designation	0.1	\$400.00	6th year	\$	40.00
1/31/2023	Maralle Messrelian	review filed Answer	0.3	\$400.00	6th year	\$	120.00
2/4/2023	Maralle Messrelian	review legal assistant email to data analysis re status	0.1	\$400.00	6th year	\$	40.00
2/6/2023	Maralle Messrelian	read email from analyst re status	0.1	\$400.00	6th year	\$	40.00
2/7/2023	Maralle Messrelian	review further doc production from defense	0.2	\$400.00	6th year	\$	80.00
2/7/2023	Maralle Messrelian	emails w legal assistant re further doc production	0.1	\$400.00	6th year	\$	40.00
2/9/2023	Maralle Messrelian	read email from legal assistant to analyst	0.1	\$400.00	6th year	\$	40.00
2/9/2023	Maralle Messrelian	read analyst email re status	0.1	\$400.00	6th year	\$	40.00
2/9/2023	Maralle Messrelian	emails w legal assistant re further production	0.2	\$400.00	6th year	\$	80.00
2/9/2023	Maralle Messrelian	read emails HM and legal assistant re doc production + analyst	0.1	\$400.00	6th year	\$	40.00
2/10/2023	Maralle Messrelian	read email from data analyst	0.1			\$	-
2/11/2023	Maralle Messrelian	read email from data analyst	0.1	\$400.00	6th year	\$	40.00
2/11/2023	Maralle Messrelian	review data analysis question set	0.2	\$400.00	6th year	\$	80.00
2/24/2023	Maralle Messrelian	read email from OC re conformed stip PO	0.1	\$400.00	6th year	\$	40.00
3/22/2023	Maralle Messrelian	read email from mediator case manager	0.1	\$400.00	6th year	\$	40.00
3/23/2023	Maralle Messrelian	email mediator case manager	0.1	\$400.00	6th year	\$	40.00
3/23/2023	Maralle Messrelian	sign mediation confidentiality docs	0.1	\$400.00	6th year	\$	40.00
3/27/2023	Maralle Messrelian	review defendant CMC Statement	0.1	\$400.00	6th year	\$	40.00
3/27/2023	Maralle Messrelian	email HM re CMC statement	0.1	\$400.00	6th year	\$	40.00
3/27/2023	Maralle Messrelian	review court complex rules; draft Joint CMC statement; email OC re joint CMC statement	0.4	\$400.00	6th year	\$	160.00
3/27/2023	Maralle Messrelian	review OC edits re joint cmc statement	0.2	\$400.00	6th year	\$	80.00
3/27/2023	Maralle Messrelian	email legal assistant re filing NARS	0.1	\$400.00	6th year	\$	40.00
3/27/2023	Maralle Messrelian	finalize joint CMC statement and send for filing	0.2	\$400.00	6th year	\$	80.00
3/28/2023	Maralle Messrelian	mediation prep [review policies, analysis, draft PAGA exposure calculations; prepare mediation statement; email to HM for review	3.0	\$400.00	6th year	\$	1,200.00
3/29/2023	Maralle Messrelian	read HM email re mediation stmt/exposure calcs	0.1	\$400.00	6th year	\$	40.00
3/29/2023	Maralle Messrelian	email HM re arguments summary	0.2	\$400.00	6th year	\$	80.00
3/29/2023	Maralle Messrelian	finalize mediation stmt and email to mediator	0.2	\$400.00	6th year	\$	80.00
3/30/2023	Maralle Messrelian	read email from mediator	0.1	\$400.00	6th year	\$	40.00
3/30/2023	Maralle Messrelian	review legal assistant email to mediator	0.1	\$400.00	6th year	\$	40.00
3/31/2023	Maralle Messrelian	read HM email to legal assistant re client	0.1	\$400.00	6th year	\$	40.00
3/31/2023	Maralle Messrelian	Mediation with Ms. Eleanor Barr	8.0	\$400.00	6th year	\$	3,200.00
4/2/2023	Maralle Messrelian	email OC re settlement admin/total employee count	0.1	\$400.00	6th year	\$	40.00
4/2/2023	Maralle Messrelian	read/reply OC email re admin costs	0.1	\$400.00	6th year	\$	40.00
4/2/2023	Maralle Messrelian	read/reply OC email re status of long form settlement	0.1	\$400.00	6th year	\$	40.00
4/4/2023	Maralle Messrelian	read email from OC re settlement admin	0.1	\$400.00	6th year	\$	40.00
4/4/2023	Maralle Messrelian	email OC re settlement admin/bids	0.1	\$400.00	6th year	\$	40.00
4/4/2023	Maralle Messrelian	draft PAGA Notice and email to OC for review	0.5	\$400.00	6th year	\$	200.00
4/4/2023	Maralle Messrelian	email settlement administrators re bid requests	0.3	\$400.00	6th year	\$	120.00
4/5/2023	Maralle Messrelian	review settlement admin quotes	0.1	\$400.00	6th year	\$	40.00
4/5/2023	Maralle Messrelian	email settlement administrators re reviewing bid requests	0.1	\$400.00	6th year	\$	40.00
4/7/2023	Maralle Messrelian	read legal assistant email re client	0.1	\$400.00	6th year	\$	40.00
4/7/2023	Maralle Messrelian	read email from OC re long form PAGA agreement	0.1	\$400.00	6th year	\$	40.00
4/11/2023	Maralle Messrelian	read email from OC re missed CMC	0.1	\$400.00	6th year	\$	40.00
4/11/2023	Maralle Messrelian	call w HM re missed appearance	0.1	\$400.00	6th year	\$	40.00
4/11/2023	Maralle Messrelian	email legal assistant re calendaring/decl re missed CMC appearance	0.1	\$400.00	6th year	\$	40.00
4/11/2023	Maralle Messrelian	review long form; email HM re changes to long form	0.1	\$400.00	6th year	\$	40.00
4/12/2023	Maralle Messrelian	read HM email to OC re long form	0.1	\$400.00	6th year	\$	40.00
4/12/2023	Maralle Messrelian	read HM email to legal assistant re decl	0.1	\$400.00	6th year	\$	40.00
4/16/2023	Maralle Messrelian	email HM re filing status of decl	0.1	\$400.00	6th year	\$	40.00
4/16/2023	Maralle Messrelian	email legal assistant re client signature	0.1	\$400.00	6th year	\$	40.00
4/18/2023	Maralle Messrelian	read OC email re settlement agreement	0.1	\$400.00	6th year	\$	40.00
5/5/2023	Maralle Messrelian	read HM email re decl re missed appearance	0.1	\$400.00	6th year	\$	40.00
5/11/2023	Maralle Messrelian	read OC email re settlement agreement review status	0.1	\$400.00	6th year	\$	40.00
5/15/2023	Maralle Messrelian	email legal assistant re total costs	0.1	\$400.00	6th year	\$	40.00
5/16/2023	Maralle Messrelian	read email from legal assistant re costs	0.1	\$400.00	6th year	\$	40.00
5/16/2023	Maralle Messrelian	read HM/assistant emails re complaint filing fees	0.1	\$400.00	6th year	\$	40.00
5/16/2023	Maralle Messrelian	email HM/legal assistant re complaint filing fee complex	0.1	\$400.00	6th year	\$	40.00
5/16/2023	Maralle Messrelian	read assistant email to analyst re invoice	0.1	\$400.00	6th year	\$	40.00

5/16/2023	Maralle Messrelian	emails b/w MM, HM, and assistant re total costs; review analyst invoice+complaint invoice +prepare total costs spreadsheet	0.2	\$400.00	6th year	\$ 80.00
5/16/2023	Maralle Messrelian	review long form settlement agreement; redline; email to HM for review	0.5	\$400.00	6th year	\$ 200.00
5/16/2023	Maralle Messrelian	read HM email re redlines to long form settlement	0.1	\$400.00	6th year	\$ 40.00
5/16/2023	Maralle Messrelian	email OC redlines to long form settlement	0.1	\$400.00	6th year	\$ 40.00
5/19/2023	Maralle Messrelian	read email from Simpluris re settlement admin	0.1	\$400.00	6th year	\$ 40.00
5/22/2023	Maralle Messrelian	read email from OC re status of review of long form	0.1	\$400.00	6th year	\$ 40.00
5/22/2023	Maralle Messrelian	reply OC email re long form	0.1	\$400.00	6th year	\$ 40.00
5/26/2023	Maralle Messrelian	read HM email to OC re status of long form	0.1	\$400.00	6th year	\$ 40.00
5/26/2023	Maralle Messrelian	read OC reply re status of review of long form	0.1	\$400.00	6th year	\$ 40.00
5/30/2023	Maralle Messrelian	read OC email re finalizing settlement for signatures	0.1	\$400.00	6th year	\$ 40.00
6/4/2023	Maralle Messrelian	email OC re status of settlement signatures	0.1	\$400.00	6th year	\$ 40.00
6/4/2023	Maralle Messrelian	read OC email re status signatures	0.1	\$400.00	6th year	\$ 40.00
6/5/2023	Maralle Messrelian	read OC email re signed settlement signatures	0.1	\$400.00	6th year	\$ 40.00
6/5/2023	Maralle Messrelian	email legal assistant re client signature re long form	0.1	\$400.00	6th year	\$ 40.00
6/5/2023	Maralle Messrelian	email OC re attachments missing	0.1	\$400.00	6th year	\$ 40.00
6/5/2023	Maralle Messrelian	review OC email + signed settlement agreements	0.1	\$400.00	6th year	\$ 40.00
6/5/2023	Maralle Messrelian	emails w HM + legal assistant re attachments + getting client signature	0.1	\$400.00	6th year	\$ 40.00
6/5/2023	Maralle Messrelian	read assistant email to OC re fully executed settlement	0.1	\$400.00	6th year	\$ 40.00
6/12/2023	Maralle Messrelian	email ILYM administrator re decl re settlement admin	0.1	\$400.00	6th year	\$ 40.00
6/12/2023	Maralle Messrelian	read email from ILYM re case manager	0.1	\$400.00	6th year	\$ 40.00
6/12/2023	Maralle Messrelian	email ILYM case manager re adequacy decl. re PAGA motion	0.1	\$400.00	6th year	\$ 40.00
6/12/2023	Maralle Messrelian	read email from ILYM case manager	0.1	\$400.00	6th year	\$ 40.00
6/15/2023	Maralle Messrelian	follow up email to ILYM case manager re adequacy decl	0.1	\$400.00	6th year	\$ 40.00
6/15/2023	Maralle Messrelian	read email from ILYM; review declaration	0.2	\$400.00	6th year	\$ 80.00
6/15/2023	Maralle Messrelian	emails w assistant re status update for client	0.1	\$400.00	6th year	\$ 40.00
6/17/2023	Maralle Messrelian	work on PAGA Motion papers	4.0	\$400.00	6th year	\$ 1,600.00
6/17/2023	Maralle Messrelian	draft plaintiff declaration re PAGA approval motion and email to him for signature	0.5	\$400.00	6th year	\$ 200.00
6/18/2023	Maralle Messrelian	email assistant re client signature re decl for PAGA motion	0.1	\$400.00	6th year	\$ 40.00
6/18/2023	Maralle Messrelian	work on PAGA Motion papers	3.0	\$400.00	6th year	\$ 1,200.00
6/19/2023	Maralle Messrelian	emails w assistant re client decl review and signature	0.1	\$400.00	6th year	\$ 40.00
6/20/2023	Maralle Messrelian	read email from assistant re client signature	0.1	\$400.00	6th year	\$ 40.00
6/20/2023	Maralle Messrelian	Gather and compile exhibits for PAGA Motion	1.25	\$400.00	6th year	\$ 500.00
6/20/2023	Maralle Messrelian	finalize PAGA Motion papers; email to HM for review	1.5	\$400.00	6th year	\$ 600.00
6/20/2023	Maralle Messrelian	emails w HM re corrections re motion; make revisions	0.8	\$400.00	6th year	\$ 320.00
6/21/2023	Maralle Messrelian	read email from Simpluris re settlement admin	0.1	\$400.00	6th year	\$ 40.00
6/21/2023	Maralle Messrelian	reply Simpluris re proceeding w/ diff. settlement admin	0.1	\$400.00	6th year	\$ 40.00
6/21/2023	Maralle Messrelian	submit PAGA motion to LWDA; save confirmation email; create new exhibit	0.4	\$400.00	6th year	\$ 160.00
6/21/2023	Maralle Messrelian	pdf, sign, finalize PAGA motion and submit for filing	0.5	\$400.00	6th year	\$ 200.00
6/21/2023	Maralle Messrelian	email copies of motion papers to OC	0.1	\$400.00	6th year	\$ 40.00
7/14/2023	Maralle Messrelian	prep for PAGA Approval motion hearing; appear via zoom for hearing + email hearing notes to HM	1.5	\$400.00	6th year	\$ 600.00
7/14/2023	Maralle Messrelian	texts w HM re PAGA Approval Hearing/next steps	0.1	\$400.00	6th year	\$ 40.00
7/14/2023	Maralle Messrelian	email OC re scheduling call to discuss suppl papers/revising settlement	0.1	\$400.00	6th year	\$ 40.00
7/16/2023	Maralle Messrelian	email OC re scheduling call	0.1	\$400.00	6th year	\$ 40.00
7/17/2023	Maralle Messrelian	emails w OC re scheduling call	0.1	\$400.00	6th year	\$ 40.00
7/17/2023	Maralle Messrelian	read email from ILYM case manager re motion hearing results	0.1	\$400.00	6th year	\$ 40.00
7/17/2023	Maralle Messrelian	read OC email reply to ILYM case manager re hearing results	0.1	\$400.00	6th year	\$ 40.00
7/19/2023	Maralle Messrelian	call w/OC re suppl papers to address courts concerns; send confirming email	0.1	\$400.00	6th year	\$ 40.00
7/20/2023	Maralle Messrelian	read email from OC; review changes to settlement agreement	0.1	\$400.00	6th year	\$ 40.00
7/25/2023	Maralle Messrelian	emails w HM confirming continued PAGA Approval Hearing date	0.1	\$400.00	6th year	\$ 40.00
7/27/2023	Maralle Messrelian	review OC changes to settlement; email HM; email OC re changes	0.3	\$400.00	6th year	\$ 120.00
7/28/2023	Maralle Messrelian	read OC email re settlement/proposed order; review further changes made by OC	0.2	\$400.00	6th year	\$ 80.00
7/28/2023	Maralle Messrelian	sign revised settlement agreement	0.1	\$400.00	6th year	\$ 40.00
8/3/2023	Maralle Messrelian	read email from OC assistant re signed settlement	0.1	\$400.00	6th year	\$ 40.00
8/3/2023	Maralle Messrelian	send revised settlement to client for signature; text client	0.1	\$400.00	6th year	\$ 40.00
8/4/2023	Maralle Messrelian	email legal assistant re follow up w client re signature	0.1	\$400.00	6th year	\$ 40.00
8/4/2023	Maralle Messrelian	emails w HM + legal assistant re client's signature; resend agreement	0.1	\$400.00	6th year	\$ 40.00
8/4/2023	Maralle Messrelian	email OC fully executed settlement	0.1	\$400.00	6th year	\$ 40.00
8/12/2023	Maralle Messrelian	work on PAGA supplemental declaration	0.5	\$400.00	6th year	\$ 200.00
8/14/2023	Maralle Messrelian	finalize PAGA supplement declaration; gather exhibits; email to HM for review	0.3	\$400.00	6th year	\$ 120.00
8/14/2023	Maralle Messrelian	upload PAGA supplemental declaration+revised settlement to LWDA; prepare exhibit; ; prepare for filing	0.4	\$400.00	6th year	\$ 160.00
TOTAL HOURS:			51.08		\$	20,145.50

Total Hours: Maralle Messrelian	51.08	\$	20,145.50
Total Hours: Harout Messrelian	46.60	\$	27,025.00
TOTAL TIME SPENT:		97.68	FEE TOTAL: \$47,170.50

FEES REQUESTED	\$80,500
MULTIPLIER	1.707

EXHIBIT 15