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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF RIVERSIDE**

11 JOSE JESUS SANCHEZ,

12 Plaintiff,

13 vs.

14 JSJ FOODS, INC.; JEFFREY BARNES;
15 SHIRLEY BARNES; and DOES 1 to 25,
16 inclusive

17 Defendants.

Case No.: CVRI2403294

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF
UNOPPOSED MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Action filed: 6/10/2024

Date: 2/3/2025

Time: 8:30am

Dept: 1

Reservation ID:

914912982782

Department: 1, Hon. Harold W. Hopp

Submitted Herewith Under Separate Cover:

1. Plaintiff's Notice of Unopposed Motion and Motion for Approval of PAGA Settlement;
2. Declaration of Jose Jesus Sanchez;
3. Declaration of Michael Moore;
4. [Proposed] Order

DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF
UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT AND RELEASE

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Plaintiff Jose Jesus Sanchez ("Plaintiff") in his lawsuit against Defendants JSJ FOODS, INC.; JEFFREY BARNES; and SHIRLEY BARNES (hereinafter collectively "JSJ" or "Defendant(s)").

2. I am experienced in handling employment law matters and specifically wage and hour representative and individual actions. My qualifications are as follows: I received my JD from Loyola Law School in 2010. I started my own law firm in 2011 – the Law Offices of Harout Messrelian. Since 2016, I have been the founder and principal attorney at Messrelian Law, Inc. Since 2011, I have filed and handled over 350 civil actions and/or claims involving representative actions under the Private Attorneys General Act ("PAGA") and/or wage and hour claims on behalf of my clients and have been appointed Class Counsel in three class action cases – *Zohrab Mekhitarian v. Triple Play Motors dba Bob Smith Toyota*, Los Angeles Superior Court Case No. 19STCV22411 (ADR Services, Inc., Case Number 20-2668-RWT), *Carina Camberos, on behalf of herself and others similarly situated, v. Great American Chicken Corp, Inc.*, Los Angeles Superior Court Case No. 21STCV32015, and *Robert Garcia, on behalf of himself and others similarly situated v. HD Supply Management Inc.*, San Bernardino Superior Court Case No. CIVSB2028067. I have a practice that encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the Riverside County Superior Courts, the San Bernardino County Superior Courts, the Alameda County Superior Courts, Santa Clara County Superior Courts, San Mateo County Superior Courts, and the Monterey County Superior Courts.

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

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1 **PAGA Settlement Agreement – PAGA CMO Section D(1)(a)**

2 4. A true and correct copy of the PAGA (Private Attorneys General Act, Labor Code
3 § 2698 *et seq.*) Settlement Agreement (the “Settlement” or “Agreement”) is attached hereto as
4 **Exhibit 1**. A true and correct copy of the parties agreed upon notice to the below-defined
5 Aggrieved Employees (the “PAGA Notice”) is attached hereto as **Exhibit 2**.

6 **Factual and Procedural Background – PAGA CMO Section D(2)(a)**

7 5. Defendants operate Farmer Boys restaurant locations in Riverside County,
8 California. Plaintiff Jose Jesus Sanchez (“Plaintiff”) was classified as an hourly, non-exempt
9 employee and worked for Defendants at the Farmer Boys located at 41300 Kalmia St., Murietta,
10 CA 92562 as a cook from approximately August 2020 through mid-July 2022. Plaintiff’s latest
11 rate of pay was \$15.00 per hour.

12 6. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit
13 under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
14 (“PAGA”). On October 25, 2022, Plaintiff Jose Jesus Sanchez on behalf of himself and
15 Defendants’ other California non-exempt employees (hereafter collectively the “Aggrieved
16 Employees”) gave written notice by electronic service to the California Labor and Workforce
17 Development Agency (“LWDA”) and via certified mail to Defendants of their claims against
18 Defendant. In his notice to the LWDA, Plaintiff asserted on behalf of himself and the Aggrieved
19 Employees that Defendant (1) failed to compensate for all hours worked and to pay minimum
20 wages (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation
21 (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4)
22 failed to provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages
23 due during employment (Labor Code Section 204); (6) failed to provide accurate itemized wage
24 statements (Labor Code Section 226); (7) failed to keep accurate and complete payroll records
25 (Labor Code Section 1174/1174.5); (8) failed to pay wages at the end of employment (Labor
26 Code section 203); and (9) failed to reimbursement business expenses (Labor Code section
27 2802). Attached as **Exhibit 3** to this Declaration is a true and correct copy of Plaintiff’s October
28 25, 2022 LWDA PAGA Notice. On November 1, 2023, Plaintiff filed an amended LWDA

1 PAGA Notice, adding further factual details, and adding claims under Labor Code sections 221
2 and 224 for unlawful deductions and under 351 and 353 for failure to pay tips. Attached as
3 **Exhibit 4** to this Declaration is a true and correct copy of Plaintiff's November 1, 2023 LWDA
4 PAGA Notice. Plaintiff filed his initial lawsuit against Defendants on June 10, 2024, in the
5 Superior Court for the State of California, County of Riverside, Case No. CVRI2403294, with
6 one cause of action for PAGA penalties.

7 **Aggrieved Employees and the PAGA period – PAGA CMO Section D(2)(b)**

8 7. Through informal discovery, Defendants produced records and represented that
9 they employed approximately 206 workers falling within Plaintiff's Aggrieved Employees
10 definition for the period from February 15, 2022 (per the parties' stipulation as the start time for
11 the PAGA period since a lawsuit has not yet been filed) through July 25, 2023, who worked
12 approximately 3,411 pay periods that same time period.

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

17 **PAGA Mediation – PAGA CMO Section D(1)(b)**

18 9. The Parties attended a full-day mediation with experienced mediator Eleanor
19 Barr, Esq. on July 31, 2023, and settled the matter at mediation. Before agreeing to the terms of
20 the Settlement Agreement, the Parties engaged in extensive informal discovery regarding
21 Defendants' policies, practices, operations, time and payroll information and other topics. Prior
22 to negotiation, Defendants produced Plaintiff's personnel file, time and payroll data for Plaintiff,
23 and time records and payroll records for 35 aggrieved employees falling within Plaintiff's
24 Aggrieved Employees definition and during the applicable PAGA period. Through extensive
25 arm's length negotiations and only after extensive discovery and investigation were performed,
26 the Parties agreed to settlement terms.

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Fairness of the PAGA Settlement and Penalty Calculations – PAGA CMO Section D(2)(c)-(h)

10. The Parties conducted investigation of the facts and law the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the PAGA Members, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, especially in this post-pandemic era when most California businesses in the restaurant industry are still struggling to remain afloat, much less prosper and make a large profit.

11. The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits, especially in light of the post- pandemic era and the business climate.

12. Under Labor Code § 2699, Defendant is subject to a civil penalty in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each subsequent violation for each aggrieved employee for each pay period. As noted above, there are approximately 3,411 total pay periods for the Aggrieved Employees during the PAGA Period. Applying the maximum violation rates to the total pay periods, Plaintiff calculates the maximum value of the PAGA claim as follows:

Violation	Lab.Code secs.	Civil Penalty	Paychecks	Totals
Unpaid minimum wage violations civil penalties	1194/1197/1197.1	\$ 100.00	3,411	\$ 341,100
Unprovided meal period violations civil penalties	512/558	\$ 50.00	3,411	\$ 170,550
Unprovided rest period violations civil penalties	1198/2699	\$ 100.00	3,411	\$ 341,100
Faulty wage statement violations civil penalties	226/1198/2699	\$ 100.00	3,411	\$ 341,100
Untimely wages violations civil penalties	201-204/210	\$ 100.00	3,411	\$ 341,100
Unreimbursed expense violations civil penalties	1198/2802/2699	\$ 100.00	3,411	\$ 341,100
Total Civil Penalties				\$ 1,876,050

1 The above estimate does not reflect the realities of this case and does not take into account
2 any of the risks discussed below and assumes a violation for every single pay period. As such,
3 the Parties discounted potential civil penalties for multiple reasons. For one, the analyzed data
4 revealed violation rates far less than 100% (i.e. for meal period violations) and did not evidence
5 any rounding/minimum wage violations on paper. The calculation above also assesses multiple
6 penalties for the same pay period for the same alleged violations of different Labor Code
7 provisions and derivative violations. I am not aware of any California state courts awarding
8 plaintiffs multiple PAGA penalties for the same violation for the same pay period under different
9 Labor Code provisions. This may be because the PAGA does not provide for what many
10 employers characterize as claim splitting and not merely stacking. Additionally, PAGA states a
11 court has discretion to award a lesser amount than the maximum penalty. Lab. Code § 2699(e)(2);
12 *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing
13 PAGA award).

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

22 14. Plaintiff alleges a broad range of PAGA claims but believes that the
23 strongest claims are that Plaintiff and other PAGA Members were not provided meal and rest
24 breaks under the law. I considered various sources of information that enabled me to decipher
25 the key issues regarding labor code compliance in this case. Among other things, I considered
26 the following:

- 27 • Defendants produced and I reviewed Plaintiff's personnel file.
- 28 • I requested that Defendants provide any and all policies, memos, and guides regarding overtime and double-time wages, off the clock work, expense reimbursement, meal periods, rest breaks, meal period waivers and agreements, arbitration agreements, among others, in effect during the relevant time period. Defendants produced those policies,

both independently where they existed, and as part of their employee handbook.

- I requested that Defendants provide the total number of employees, paychecks, and the pay cycles during the relevant period. Defendants provided the answers to each of these questions.
- I requested a sample of time and payroll records for the relevant time period. Defendants provided a sampling of time and pay records for 35 of its employees. This represents approximately 17% of the total employees (206) that Defendants employed during the PAGA Period based on data available at the time.
- I then retained a professional data analyst, James Toney, to examine the records and determine the meal period violation rates, if there was any pay discrepancy in timesheet hours versus paid hours, regular rate of pay violations, and if there was any rounding/time shaving issues.

15. Plaintiff contends that the civil penalty statutes applicable to the Action arise from violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.7, 510, 512, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a sum of money for each pay period in which he or she was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis revealed an aggregate shift violation rate of 4.5% for short, late, or no meal breaks for shifts greater than 5 hours (which occurred in 97.9% of the workdays in the sample data). If you extrapolate the 4.5% shift violation rate, it amounts to 30% of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period would be **\$50,100.00**, which is calculated as follows: 3,411 pay periods x 97.9% (to calculate the number of pay periods that had shifts over 5 hours long) equates to 3,339 pay periods. 3,339 pay periods x 30% pay period violation rate equates to approximately 1,002 pay periods wherein there was a meal period violation. 1,002 pay periods x \$50/pay period (civil penalty) amounts to \$50,100.00 in exposure. The latter exposure calculation does not take into account the fact that Defendants had written meal period policies.

16. As it relates to Plaintiff's argument for rest break violations, while Plaintiff did

1 not have any rest break data to analyze since Defendants' employees did not clock in and clock
2 out for rest breaks, Plaintiff utilized the meal period violation data to extrapolate for rest period
3 violations. As such, if you extrapolate the 4.5% shift violation rate, it amounts to 30% of pay
4 periods having at least one rest period violation. As such, the maximum exposure for rest period
5 violations in the PAGA period would be **\$100,200.00**, which is calculated as follows: 3,411 pay
6 periods x 97.93% (to calculate the number of pay periods that had shifts over 3.5 hours long)
7 equates to 3,340 pay periods. 3,340 pay periods x 30% pay period violation rate equates to
8 approximately 1,002 pay periods wherein there would be a rest period violation. 1,002 pay
9 periods x \$100/pay period (civil penalty) amounts to \$100,200.00 in exposure. The latter
10 exposure calculation does not take into account the fact that Defendants had written rest period
11 policies.

12 17. As it relates to Plaintiff's argument for overtime violations, including regular rate
13 of pay violations, Plaintiff's expert found that overtime was paid properly and that there were
14 only 2 days in the entire sample that had over 8.0 hours worked. Moreover, no bonuses, incentive
15 payments, or shift differential payments were noted in the sampling.

16 18. As it relates to Plaintiff's claims for unpaid "off the clock" work, there is no
17 documentary evidence or data at this stage that would support those claims, and Plaintiff
18 recognizes the challenges in proving these alleged violations. As it relates to Plaintiff's claims
19 for minimum wage violations due to rounding or time shaving, Plaintiff's data analyst did not
20 see any violations in the sampling data and noted that hours were paid past the third decimal
21 point. The other claims for violations of Labor Code sections 203, 204, 226, and 1174.5 for not
22 being paid all wages owed every pay period or at the end of employment, not receiving accurate,
23 itemized wage statements, and not keeping accurate time records, would only be derivative in
24 nature based on potential meal/rest period violations and not recoverable. As to claims for
25 business expense reimbursement for uniforms, unlawful deductions, reporting time violations,
26 and gratuity/tip violations, the records and investigation did not evidence liability. As far as the
27 uniform issue is concerned, while Plaintiff asserted that he needed to wear his own pants, shirts,
28 and shoes to work, it was not of a specific nature/color or design so to as be reimbursable by
JSJ.

1 19. Based on the above calculations, Plaintiff's aggregate potential exposure for the
2 strongest disputed claims would be **\$150,300.00** and this also represents a penalty figure which
3 Plaintiff believes Defendants would have to pay after a court trial. Assuming that Plaintiff's
4 calculations and analysis are accurate, the maximum exposure presumes that the Court will not
5 reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Furthermore, Plaintiff
6 believes there is a very low probability that any of the alleged violations would be found to be
7 knowing and intentional based on the nature of Plaintiff's strongest claims relating to statutory
8 breaks. Based on the above analysis, a gross settlement in the amount of \$70,000.00 is a strong
9 result, especially in light of the risk factors as discussed above. Moreover, Plaintiff is aware of
10 no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for
11 the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff
12 faces is that the Court would refuse to "stack" civil penalties arising under the various Labor
13 Code statutes. At best, Plaintiff could hope to recover one penalty for each pay period (regardless
14 of the different Labor Code violations that potentially occurred for the same employee, during
15 the same pay periods). Furthermore, judges have awarded extremely small sums to PAGA
16 claimants in the past. Defendants also adamantly dispute all of Plaintiff's allegations in the
17 operative Complaint.

18 20. Additionally, PAGA states a court has discretion to award a lesser amount than
19 the maximum penalty. *See Lab. Code* § 2699(e)(2) ("...a court may award a lesser amount than
20 the maximum civil penalty amount specified by this part if, based on the facts and circumstances
21 of the particular case, to do otherwise would result in an award that is unjust, arbitrary and
22 oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.* (2012)
23 203 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court
24 could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence
25 of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504
26 ("Carrington") illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily
27 discounted award of only \$5 per violation because it was within the Court's discretion to
28 significantly reduce PAGA penalties even when there is a finding that a violation of the

1 California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess of
2 \$70 million and was successful in proving the PAGA claim during a bench trial. However, the
3 trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and stated
4 that this reduction was warranted because imposing the maximum penalty would be “unjust,
5 arbitrary, and oppressive”, based on Starbucks’s “good faith attempts” to comply with meal break
6 obligations and because the Court found the violations were minimal. Applying the same formula
7 here and assuming there was one violation during each pay period, the award of civil penalties
8 could not exceed \$17,055.00 in PAGA penalties (3,411 violations x \$5). As such, this Settlement
9 is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Thus,
10 the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is
11 uncertain.

12 21. The Parties further recognize that the issues presented in the representative PAGA
13 claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and
14 that further litigation will cause inconvenience, distraction, disruption, delay, and expense
15 disproportionate to the maximum potential benefits to the Aggrieved Employees and Plaintiff
16 from continued litigation, especially in the post pandemic era where further and extensive
17 litigation may cause businesses to shut down, especially in the restaurant industry, resulting in
18 no monetary compensation to Plaintiff, Plaintiff’s attorneys, other Aggrieved Employees, and
19 the State of California.

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

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

24. As such, the settlement of PAGA penalties in the gross sum of \$70,000, of which 75% of the net amount after attorney's fees, litigation costs, and settlement administration costs (\$24,760.14) will be paid to the LWDA and 25% (\$8,253.38) will be distributed to the Aggrieved Employees, is reasonable and appropriate under the circumstances.

Individual PAGA Payments

25. Defendants represent that there are approximately 206 Aggrieved Employees during the PAGA Period. After deducting the requested Court-approved PAGA Counsel's Fees (\$23,331.00) and PAGA Counsel's Costs (\$9,155.48), and the Settlement Administration Costs (\$4,500.00), the Net Settlement Amount will be approximately \$33,013.52. Seventy five percent (75%) of the Net Settlement Amount will be paid to the Labor and Workforce Development Agency ("LWDA") (\$24,760.14), and twenty five percent (25%) (\$8,253.38) of the Net Settlement Amount will be paid to the Aggrieved Employees on a pro-rata basis based upon their respective number of pay periods during the PAGA Period. With a total of 206 Aggrieved Employees, the average estimated individual PAGA payment for each Aggrieved Employee is approximately \$40.06 (25% of the estimated Net Settlement of \$8,253.38) / 206 Aggrieved Employees). This is a great result given the uncertainties this lawsuit entails.

Plaintiff's Individual Settlement – PAGA CMO Section D(4)

26. Plaintiff negotiated an individual settlement agreement in the amount of

1 \$5,000.00 separate from the PAGA Settlement. The parties agreed that the consideration
2 Plaintiff received pursuant to the individual settlement agreement was to settle his potential
3 wrongful termination for alleged sexual harassment at the workplace and individual wage and
4 hour claims, including failure to compensate for all hours worked, failure to provide meal and
5 rest breaks, failure to reimburse business expenses, and claims for failure to provide accurate
6 wage statements, and failure to pay wages owed during and at the end of employment. Plaintiff's
7 individual settlement agreement does not provide for any additional attorney's fees or costs to
8 my firm. Plaintiff estimates that he worked approximately 493 days during his employment
9 tenure, which spanned from August 17, 2020 through July 2022. As far as the maximum
10 exposure figures are concerned, the maximum meal break premiums would be \$7,395.00 (493
11 days x \$15) and the maximum rest break premiums would be \$7,395.00 (493 days x \$15). In
12 addition, the maximum exposure for a violation of Labor Code section 203 ("waiting time
13 penalties") would be \$3,600.00 (\$15/hour x 8 hours/day x 30 days), the maximum exposure
14 under Labor Code section 226 for inaccurate wage statements would be \$4,000 per statute, and
15 the maximum exposure under Labor Code sections 204/210 for failure to pay all wages owed
16 every pay period would be \$5100 [(1st pay period x \$100) + (25 pay periods x \$200)]. As such,
17 the maximum exposure would be 27,490.00 plus attorney's fees/costs in an estimated amount
18 of over \$20,000 (at least 30 hours of preparation work and actual trial at \$650/hour) for a total
19 exposure of \$47,490.00. Based on Plaintiff's analysis, Plaintiff extrapolated a 7% violation rate
20 for meal periods during his employment tenure, which would equate to approximately 35
21 violations totaling \$525.00 and this would be the amount Plaintiff can reasonably expect to be
22 awarded at trial. As far as rest breaks are concerned, Plaintiff would attribute a 30% chance of
23 prevailing at trial for his own individual rest break issues as a cook, which would equate to
24 \$2,218.50 in damages at trial. Plaintiff would attribute a 20% chance of prevailing at trial on
25 any claims under Labor Code sections 203, 204/210, and 226, which would yield the amount of
26 \$2,540.00 in damages at trial. If Plaintiff had an overall 25% chance of prevailing at trial, the
27 attorney's fees would be approximately \$5,000 in value (25% of \$20,000). As such, the total
28 amount of damages that Plaintiff could reasonably expect to be awarded at trial would be

1 \$10,283.50 for his individual wage and hour claims.

2 27. As part of this confidential agreement, Plaintiff also provided Defendants with a
3 general release of all claims, whether known or unknown, including unknown claims covered
4 by Civil Code Section 1542. Plaintiff has no conflict of interest with the absent Aggrieved
5 Employees and is adequate to represent the Aggrieved Employees. Plaintiff has maintained
6 contact with my office and helped me gather information and evidence to prove the alleged
7 claims. Plaintiff and I believe that Plaintiff's individual settlement has no bearing on his
8 adequacy as a PAGA Representative. Moreover, Plaintiff is not requesting a service award in
9 light of his general release payment. *See generally* Declaration of Jose Jesus Sanchez.

10 **Attorneys' Fees and Costs – PAGA CMO Section D(3)**

11 28. I represent Plaintiff on a straight contingency basis. My firm's request for
12 \$23,331 in attorney fees and \$9,155.48 in litigation costs is fair and reasonable. To date, I have
13 investigated and prosecuted this matter for approximately 28.5 hours, including drafting the initial
14 and amended PAGA notices as well as the complaint; reviewing Defendants' informal document
15 production, including wage and hour policies; sending and receiving emails on the case with
16 defense counsel, including substantive discussions and settlement communications; sending the
17 PAGA data to Plaintiff's expert for review/analysis and reviewing the expert's
18 findings/conclusions; attending mediation; and drafting this PAGA approval motion. I also
19 expect to perform additional work on this case if the Court grants final approval of the Settlement,
20 including supervision of the Settlement Administrator's disbursement of the settlement funds to
21 the Aggrieved Employees. "Empirical studies show that, regardless of whether the percentage
22 method or the lodestar method is used, fee awards in class actions average around one-third of
23 the recovery. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v.*
24 *Toshiba America Information Systems, Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also*
25 *Lafitte v. Robert Half Int'l Inc.* (Cal. Aug. 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686
26 (holding that courts can use the percentage method for the calculation of attorneys' fees). This is
27 also consistent with Plaintiff's Counsel's experience in cases involving PAGA claims. This award
28 is justified here because Plaintiff's counsel achieved a strong result for the PAGA Members and

1 the State while bearing the substantial burdens of contingency representation.

2 29. Should the Court elect to use Plaintiff's Counsel's lodestar as the method for
3 awarding fees, notwithstanding courts' clear preference for the percentage method, my request
4 for attorney's fees of \$23,331 (33.33% of the Gross Settlement Amount of \$70,000) is fair and
5 reasonable based on my firm's lodestar as cross-checked against the percentage of the recovery.

6 30. To date, I have investigated and prosecuted this matter for over 28.5 hours. My
7 average hourly rate during this case was \$650.00/hour (11th, 12th, and 13th year attorney). My
8 total lodestar amount through November 6, 2024 is \$18,525.00, which results in a multiplier of
9 1.26 when compared against the \$23,331.00 request for attorneys' fees.¹ Moreover, I will have
10 waited for over two years to be awarded attorneys' fees for work performed since October of
11 2022, when Plaintiff first contacted my office, compared to Defendants' counsel who have been
12 paid as they performed work during this case.

13 31. In addition, my firm incurred substantial costs, \$9,155.48 to date, which consist
14 of mediator fees, data analysis fees, and filing fees. The exact breakdown is as follows: PAGA
15 letter filing fee \$75.00; court complaint filing fee = \$1,555.31; data analyst fee = \$900.00;
16 mediation fee = \$6,500.00; misc. filing fees = \$125.17. All of these costs are documented and
17 reasonably incurred. Accordingly, they warrant the Court's approval.

18 32. My previous experience in litigating wage and hour actions also supports the
19 reasonableness of the fee request. Based on past experience with similar matter, I was able to
20 evaluate the strengths and weaknesses of this case and the reasonableness of the Settlement.
21 Because it is reasonable to compensate me commensurate with my skill, reputation, and
22 experience, attorney's fees of approximately one-third of the Gross Settlement Amount is
23

24 ¹The multiplier of 1.26 is supported by California case law. Under California law, lodestar multipliers can range
25 from 2 to 4 or even higher. *See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 49; *Wershba v. Apple Computer,*
26 *Inc.*, 91 Cal.App.4th at p. 255; *Natural Gas Anti-Trust Cases I, II, III & IV* (Cal. Sup. Ct. 2006) 2006 WL 5377849,
27 *4 ("This Court and numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar in awarding
28 fees."); *In re California Indirect Purchases* (Cal. Sup. Ct. 1998) 1998 WL 1031494, *10 (citing *Wilson v. Bank of*
America Nat'l Trust & Sav. Ass'n., (Cal Sup. Ct. 1982) No. 643872 (multiplier of 10 times the hourly rate awarded)
(cited in 3 Newberg & Conte, *Newberg on Class Actions*, section 1403, at 14-5 n. 21), and *Glendora Community*
Redevelopment Agency v. Demeter (Cal. App. 2 Dist., 1984) 155 Cal. App. 3d 465, 479 (approving fee award 12
times estimated lodestar multiplier).

1 reasonable. Likewise, the caliber and experience of opposing counsel in labor and employment
2 litigation, Joanna MacMillan of Constangy, Brooks, Smith and Prophete LLP and William E.
3 Adams of Freeman, Freeman, and Smiley/Saul Ewing LLP, also supports the fairness and
4 reasonableness of the requested fee award.

5 33. Plaintiff reiterates his request that the Court award her counsel one third
6 (33.33%) of the recovery as attorney fees. The award of attorney's fees sought is justified by the
7 contingency nature of the attorney-client relationship, my experience in litigating wage and hour
8 cases, the number of attorney hours my firm has spent on this lawsuit, the high caliber of defense
9 counsel, the risks of non-payment and non-reimbursement, the delay in payment and cost
10 reimbursement, and the great results Plaintiff's Counsel has achieved for the Aggrieved
11 Employees.

12 **Settlement Administration Costs – PAGA CMO Section D(8)(a) and D(8)(b)**

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

17 A. CPT Group = \$7,250.00;

18 B. Phoenix Class Action Administration Solutions = \$4,500.00; and

19 C. Simpluris, Inc. = \$ 5,917.92

20 A true and correct copy of the bid from CPT Group is attached hereto as **Exhibit 5**. A true and
21 correct copy of the bid from Phoenix Class Action Administration Solutions is attached hereto
22 as **Exhibit 6**. A true and correct copy of the bid from Simpluris, Inc. is attached hereto as **Exhibit**
23 **7**. Thus, settlement administration costs provision should be given approval.

24 35. Furthermore, the Declaration of Michael Moore with attached exhibit, filed under
25 separate cover, sets forth Phoenix's qualifications and costs to administer the settlement. *See*
26 *generally* Declaration of Michael Moore. Thus, the settlement administration costs provision
27 should be given approval.

28 ///

1 **Notice of Settlement to the LWDA – PAGA CMO Section D(1)(c)**

2 36. Pursuant to Lab. Code § 2699(1)(2), my firm submitted a copy of the Settlement
3 with the LWDA at the same time the Settlement is being filed with the Court. True and correct
4 copies of this submission with the LWDA and the confirmation email are collectively attached
5 as **Exhibit 8** to this declaration. My firm will further provide a copy of the Court's Order and
6 Judgment to the LWDA within ten (10) calendar days after entry of said judgment or order as
7 required by Labor Code sections 2699(1)(2)-(3).

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

10 Executed on December 6, 2024, at Glendale, California.

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14 HAROUT MESSRELIAN,
15 Declarant
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EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

This Private Attorneys' General Act Settlement Agreement ("Agreement") is made by and between Jose Jesus Sanchez ("Plaintiff") on behalf of himself, the State of California, and for all similarly aggrieved employees on one hand, and Defendants JSJ Foods, Inc. ("JSJ Foods"), Jeffrey Barnes, and Shirley Barnes ("Defendants") on the other hand. The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "**Action**" or "**PAGA Action**" refers to Plaintiff's pre-litigation representative action lawsuit under the Private Attorneys' General Act, California Labor Code section 2698 *et seq.* ("PAGA"), which was initiated by Plaintiff on or about October 25, 2022 by filing a notice with the LWDA.

1.2. "**Administrator**" means Phoenix Settlement Administrators, the neutral entity the Parties have mutually agreed to appoint to administer the Settlement.

1.3. "**Administration Expenses Payment**" means the amount of Administrator that will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses, in accordance with the Administrator's "not to exceed" bid, in the amount of \$4,500.00.

1.4. "**Aggrieved Employee(s)**" means all current and former non-exempt employees who were directly employed by JSJ Foods, Inc. for at least one PAGA Pay Period at any time between February 15, 2022 to the date of settlement approval, subject to the modification set forth in Paragraph 8 below.

1.5. "**Aggrieved Employee Data**" means Aggrieved Employee identifying information in Defendants' possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "**Aggrieved Employee Address Search**" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "**Court**" means the Superior Court of California, County of Los Angeles and/or Riverside.

1.8. "**Defendants**" means named Defendants JSJ Foods, Inc. ("JSJ Foods"), Jeffrey Barnes, and Shirley Barnes.

1.9. "**Defense Counsel**" means Joanna MacMillan of Constangy, Brooks, Smith & Prophete, LLP.

1.10. "**Effective Date**" means the latest of the following dates: (1) the date the Court enters a Judgment on its Order Approving the PAGA Settlement and the Judgment is final; or (2) if the LWDA files an objection to the PAGA Action Settlement, the date there is a final resolution of the

objection or appeal. In the event that: (i) the Court does not approve and/or enter final judgment of the PAGA Action Settlement; or (ii) the Effective Date does not occur for any other reason, then this Settlement will be null and void in its entirety, and the Parties will be restored to their respective positions. Should this occur, Defendants shall be under no obligation to fund any part of the PAGA Action Settlement.

1.11. “**Gross Settlement Amount**” means \$70,000.00, which is the total amount Defendants agree to pay for the PAGA Action Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount is comprised of the Individual PAGA Payments, the LWDA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator’s Expenses Payment.

1.12. “**Individual PAGA Payment(s)**” means the Aggrieved Employee’s *pro rata* share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. “**Judgment**” means the judgment entered by the Court based upon the Approval Order. The Judgment will have res judicata effect as to the Released Claims for all Aggrieved Employees, who will have no right to opt-out of this Settlement.

1.14. “**LWDA**” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(i).

1.15. “**LWDA Notice**” or “**Amended LWDA Notice**” means Plaintiff’s letters filed with the LWDA pursuant to Labor Code section 2699.3(a) on October 25, 2022 and November 1, 2023, respectively.

1.16. “**LWDA PAGA Payment**” refers to the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699(i).

1.17. “**Net Settlement Amount**” means the Gross Settlement Amount minus the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment. The LWDA PAGA Payment shall comprise seventy-five percent (75%) of the Net Settlement Amount, and the Individual PAGA Payments to the Aggrieved Employees shall comprise the remaining twenty-five percent (25%) of the Net Settlement Amount (collectively, “PAGA Penalties”).

1.20. “**PAGA Counsel**” means the law firm of Messrelian Law, which was retained to represent Plaintiff in the PAGA Action.

1.21. “**PAGA Counsel Fees Payment**” and “**PAGA Counsel Litigation Expenses Payment**” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the PAGA Action.

1.22. “**PAGA Representatives**” means the designation of Plaintiff Jose Jesus Sanchez as the representative of the PAGA Action for purposes of this Settlement only.

1.23. **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.24. **“PAGA Period”** means the period from February 15, 2022 through the date the Court grants approval of the PAGA Action Settlement, subject to modification set forth in Paragraph 8 below.

1.25. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as follows: (1) 25% to the Individual PAGA Payments; (2) 75% to the LWDA PAGA Payment.

1.26. **“PAGA Settlement”** refers to the settlement of the PAGA Action.

1.27. **“Plaintiff”** means Jose Jesus Sanchez, the named Plaintiff who initiated the PAGA Action.

1.28. **“Related Individual Action”** refers to Plaintiff’s individual pre-litigation demand made in this case, which was also settled and memorialized in a separate long-form agreement.

1.29. **“Released PAGA Claims”** means the claims being released by Plaintiff and PAGA Counsel, as described in Paragraph 5 below.

1.30. **“Released Parties”** collectively refers to Defendants in their individual and corporate capacities, and each of their past, present, and future parent companies, subsidiaries (direct or indirect), divisions, predecessors, related or affiliated companies (including, but not limited to, Farmer Boys’ Franchising Company and Farmer Boys Food, Inc.), insurers, reinsurers, successors, and assigns, and each of their current and former shareholders, officers, directors, employees, attorneys, and agents thereof, both individually and in their business capacities, and each of their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities.

1.31. **“Global Settlement”** means the disposition of the PAGA Action and Related Individual Action. The specific terms and conditions governing the release of all claims in the Related Individual Action are set forth in a separate long-form settlement agreement, as well as a Memorandum of Understanding executed by the Parties on or about September 21, 2023.

2. RECITALS.

2.1. On October 25, 2022, Plaintiff commenced this Action by timely filing and serving his LWDA Notice. In this Notice, Plaintiff asserted various wage-and-hour claims on behalf of himself and all other alleged “aggrieved employees” under PAGA.

2.2. On July 31, 2023, the Parties attended mediation before Eleanor Barr, Esq. to reach a potential resolution of Plaintiff’s PAGA Action and Related Individual Action.

2.3. Prior to mediation, Plaintiff obtained, through informal discovery, information and documentation concerning the claims set forth in the PAGA Action and Related Individual Action. This documentation and information included, but was not limited to, Plaintiff’s personnel file, a

sampling of Aggrieved Employees' timecard and payroll data, the total pay periods worked by the Aggrieved Employees, and the number of current and former Aggrieved Employees during the PAGA Period. At the conclusion of mediation, the Parties agreed to a Global Settlement, which encompassed both the PAGA Action and Related Individual Action.

2.4. Pursuant to the terms of the Memorandum of Understanding entered into by the Parties soon after the mediation, Plaintiff filed and served an Amended LWDA Notice on November 1, 2023, which encompassed all of Plaintiff's PAGA claims against Defendants pursuant to the California Labor Code and the California Industrial Welfare Commission Wage Orders that occurred during the PAGA Period. These claims include, but are not limited to, Labor Code sections 201, 202, 203, 204, 208, 221, 224, 226, 226.3, 226.7, 351, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 2802, as well as all applicable provisions of California Industrial Commission Wage Order No. 5 (California Code of Regulations Title 8, section 11050), for alleged violations for failure to maintain employment records, failure to pay minimum, overtime, and doubletime wages, failure to provide tip compensation, failure to calculate bonus and incentive payments into the regular rate for overtime purposes, failure to pay reporting time pay/split shift premiums, failure to pay meal and rest break premiums, failure to reimburse business expenses, failure to pay timely wages, and failure to provide complete and accurate wage statements, among others.

2.5. To seek court approval of the PAGA Action Settlement, Plaintiff shall file a Complaint in state court that encompasses all claims and allegations set forth in his Amended LWDA Notice. Defendants deny the allegations in the Amended LWDA Notice and/or Complaint, deny any failure to comply with the laws identified in the Amended LWDA Notice and/or Complaint, and deny any and all liability for the causes of action alleged.

2.6. Besides Plaintiff's Related Individual Action, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the PAGA Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$70,000.00 and no more as the Gross Settlement Amount for the settlement of the PAGA Action, which includes the maximum amount of the payments that Plaintiff will request the Court to award pursuant to Paragraph 3.2.1 of this Agreement. Under no condition shall Defendants' aggregate liability exceed the Gross Settlement Amount in connection with the PAGA Action Settlement, subject to modification according to Paragraph 8 below. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement, nor shall Defendants have the obligation to segregate the funds comprising the Gross Settlement Amount. Defendants shall also retain exclusive authority over, and the responsibility for, those funds until the payment of the Gross Settlement Amount to the Administrator. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant or any of the Released Entities.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33 % of the Gross Settlement Amount (i.e., \$23,331) and PAGA Counsel Litigation Expenses Payment in the amount documented in PAGA Counsel's billing statement, not to exceed \$10,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA settlement that includes a request for approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in the PAGA Action. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Entities shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,500.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.3. Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.3.1. Payments from the Net Settlement Amount to the LWDA and Aggrieved Employees: PAGA Penalties in the amount of not less than \$32,169.00 shall be paid from the Net Settlement Amount, in which 75% (\$24,126.75) shall be allocated to the LWDA PAGA Payment, and the remaining 25% (\$8,042.25) shall be allocated to the Individual PAGA Payments.

3.3.2. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$8,042.25) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate there were approximately 206 Aggrieved Employees who worked 3,411 pay periods from February 15, 2022 to July 25, 2023 and shall continue up until the date the Court approves the PAGA Settlement, subject to the modification set forth in Paragraph 8 below.

4.2. Aggrieved Employee Data. Within 14 calendar days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and shall provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved

Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Aggrieved Employees to whom Individual PAGA Payment checks are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the one hundred and eighty (180) day expiration period for checks, as previously set forth in Paragraph 4.4.1.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiff will release claims against all Released Entities as follows:

5.1. Released PAGA Claims: In accordance with *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), a judgment in “a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding,” which the Judgment shall so reflect. Therefore, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the forthcoming PAGA Action Complaint and/or Amended LWDA Notice, concerning alleged violations of the California Labor Code and the California Industrial Welfare Commission Wage Orders that occurred during the PAGA Period.

This includes, but is not limited to, all claims for civil penalties under PAGA during the PAGA Period for the following violations: time rounding allegations, failure to maintain employment records; failure to pay minimum, overtime, and doubletime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to provide tip compensation; failure to provide premium payments at the correct regular rate of compensation for non-compliant meal and rest periods; failure to include bonuses in the regular rate of compensation; failure to provide split shift pay; failure to provide reporting time pay; failure to preserve all employee payroll records; failure to provide accurate itemized wage statements; failure to reimburse for necessary business expenses; failure to timely pay wages during employment; and failure to timely pay wages upon termination. This includes violations under California Labor Code 201, 202, 203, 204, 208, 221, 224, 226, 226.3, 226.7, 351, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, as well as all applicable provisions of California Industrial Commission Wage Order No. 5 (California Code of Regulations Title 8, section 11050).

5.2. Plaintiff's Release. In addition to the Release set forth in the settlement agreement for Plaintiff's Related Individual Action, Plaintiff and his respective former and present spouses,

representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to, all claims that were, or reasonably could have been alleged, based on the facts contained in the Operative Complaint and the Amended LWDA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.3. Release by PAGA Counsel. PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorneys' fees and costs incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and/or Amended LWDA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2) including: (i) a draft proposed complaint that alleges all statutory violations, as well as all facts and theories asserted in the Amended LWDA Notice ("Operative Complaint"), to which Defendants shall not oppose the filing of the Operative Complaint provided that PAGA Counsel sends a draft for approval to Defense Counsel allowing sufficient time for review and comment; (ii) a proposed Order Granting Approval of PAGA Settlement, advocating the PAGA Settlement is fair, adequate, and reasonable, and Defendants shall not oppose such a motion provided PAGA Counsel sends a draft of the motion for approval to Defense Counsel allowing sufficient time for review and comment; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.(a)),

Operative Complaint (Labor Code section 2699(l)(1)), this Agreement (Labor Code section 2699(l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In his Declaration, PAGA Counsel shall aver that he is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If (i) the LWDA decides to investigate the Amended LWDA Notice within the applicable 65-day administrative exhaustion period; or (ii) the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise address these concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1. Escalator Clause. This Agreement was reached based on JSJ Foods, Inc.'s estimate that there were approximately 206 Aggrieved Employees who worked 3,411 pay periods from February 15, 2022 to July 25, 2023. Should the number of PAGA Pay Periods during the PAGA

Period increase by more than 15% (i.e., 3,923 PAGA Pay Periods total) prior to Court approval of the settlement, Defendants shall have the option to either: (1) shorten the PAGA Period to reflect the time period up to 3,923 pay periods (“Maximum PAGA Pay Periods”), or (2) increase the Gross Settlement Amount by a proportionate additional amount for each additional pay period in excess of the 3,923 Maximum PAGA Pay Periods. For example, under option 2, if JSJ Foods, Inc. finds that there were 4,000 actual pay periods worked by the Aggrieved Employees during the PAGA Period, and the Maximum PAGA Period value is \$17.84 per pay period, Defendants may elect to increase the Gross Settlement Amount by \$1,373.95 ([4,000 actual pay periods] – [3,923 Maximum PAGA Pay Periods] = 77 excess pay periods); ([77 excess pay periods] x [\$17.84/pay period] = \$1,373.95 increase in Gross Settlement Amount). Conversely, under option 1, Defendants may elect to shorten the PAGA Period consistent with the date the Maximum PAGA Pay Periods is reached.

9. CONTINUING JURISDICTION OF THE COURT.

9.1. Continuing Jurisdiction. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants’ defenses in the PAGA Action or any of the Related Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this PAGA Settlement, Defendants reserve all available defenses to the claims in the PAGA Action and the Related Actions, and Plaintiff reserves the right to contest Defendants’ defenses. The Settlement, this Agreement and Parties’ willingness to settle the PAGA Action and the Related Individual Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the PAGA Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the PAGA Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Eleanor Barr, Esq. (or a mediator mutually agreed upon by the Parties) before they seek Court intervention.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approval by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 calendar days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants send a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. Nondisclosure and Nonpublication. PAGA Counsel shall not publicize the settlement on their website or in advertising/marketing materials. Plaintiff and PAGA Counsel agree that they will not issue any press release or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or PAGA Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for approval of the Settlement is filed and only by confirming the accurate terms of the Settlement. Nothing in this paragraph shall prevent PAGA Counsel from referring to this case in a declaration establishing qualification as class or PAGA counsel in future cases, and nothing in this paragraph shall prevent Defendants from making any disclosure required by law.

10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

10.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Harout Messrelian (SBN 272020)
MESSRELIAN LAW INC.
500 N. Central Ave., Suite 840
Glendale, CA 91203
Telephone: (818)-484-6531

To Defendants:

Joanna E. MacMillan (SBN 281891)
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Telephone: (310) 909-7775

10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement and the filing of the Operative Complaint, all litigation shall be stayed except to effectuate the terms of this Agreement, including a motion for court approval of the Settlement, which shall not be brought before the applicable 65-day administrative exhaustion period on the Amended LWDA Notice has lapsed. The Parties further agree that upon the signing of this Agreement, the time limitations to bring this action to trial pursuant to California Code of Civil Procedure section 583.310 shall be extended for a period of not less than one (1) year starting from the date the Agreement is signed by all Parties up until the Court's final approval order and entry of Judgment; or alternatively, if not entered, the date this Agreement shall no longer be of any force or effect.

APPROVED BY:

Dated: 29-02-2024

Jose Jesus Sanchez
Plaintiff Jose Jesus Sanchez

Dated: 3/1/2024

Shirley Barnes
Defendant Shirley Barnes

Dated: 3/1/2024

Jeff Barnes
Defendant Jeff Barnes

Dated: 3/1/2024

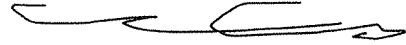
JSF
By: Defendant JSJ Foods, Inc.

Name: JEFF BARNES
Title: OWNER

Dated: 2/29/24

H7
Harout Messrelian, Counsel for Plaintiff

Dated: March 1, 2024



William E. Adams, Counsel for Defendants

EXHIBIT 2

Mailing Date

NOTICE OF SETTLEMENT UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT

Name

Address

Dear NAME:

JOSE JESUS SANCHEZ v. JSJ FOODS, INC. et al.

Riverside County Superior Court Case No. CVRI2403294

You are receiving the enclosed check in settlement of a lawsuit entitled Jose Jesus Sanchez v. JSJ Foods, Inc. et al., Case No. CVRI2403294. In the lawsuit, Jose Jesus Sanchez ("Plaintiff") pursued various claims against JSJ Foods, Inc.; Jeffrey Barnes; and Shirley Barnes ("Defendants") under Labor Code § 2699 *et seq.*, the California Private Attorneys General Act of 2004 ("PAGA"). Defendants deny all of the allegations and liability for any claims in this case. The Court has approved the Settlement on behalf of the following employees ("Aggrieved Employees"): all current and former non-exempt employees of Defendants in California during the time period from _____ to _____ (the "PAGA Period").

The enclosed check for \$_____ is your share of the Settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will be sent to the State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee.

As a result of the Settlement, all Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA") have released Defendants and their present, former, or future parents, owners, subsidiaries, and any affiliated or related persons or entities and each of its officers, directors, employees, partners, shareholders, attorneys and agents, and any other predecessors, successors, assigns, or legal representatives from the following Released Claims: all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and/or Plaintiff's PAGA notice to the LWDA and arising at any time during the PAGA Period, including but not limited to claims for PAGA penalties for violations of Labor Code sections 201, 202, 203, 204, 208, 221, 224, 226, 226.3, 226.7, 351, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2699 *et seq.*, and the applicable provisions of California Industrial Welfare Commission Wage Order no. 5. The Aggrieved Employees' Released Claims are limited to claims for civil penalties under PAGA.

BY CASHING THE CHECK, YOU ARE NOT GIVING UP ANY RIGHT TO SUE FOR ANY ALLEGED GRIEVANCES THAT YOU HAVE AGAINST KAM ENTERPRISES, LLC (d.b.a. FARMER BOYS)

EXHIBIT 3



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

VIA ELECTRONIC FILING

October 25, 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)

JSJ FOODS, INC.
JEFFREY BARNES
SHIRLEY BARNES
3735 VALLEY WAY
RUBIDOUX, CA 92509

JOSE JESUS SANCHEZ v. JSJ FOODS, INC.; JEFFREY BARNES; SHIRLEY BARNES

RE: PRIVATE ATTORNEYS GENERAL ACT NOTICE

To Whom It May Concern:

Please be informed that our client, Mr. Jose Jesus Sanchez (hereinafter "our client" or "Mr. Sanchez") seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid employees ("aggrieved employees") who worked for JSJ FOODS, INC., JEFFREY BARNES, and SHIRLEY BARNES (hereinafter collectively "JSJ") at all of their California restaurant 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. Individuals JEFFREY BARNES and SHIRLEY BARNES are being included in this PAGA notice pursuant to Labor Code Section 558.1 as they were and are the owners/directors/managing agents of JSJ FOODS, INC., were personally involved in the day-to-day operations of the business, and as such, controlled the wages, hours, and working conditions of Mr. Sanchez and other similarly situated aggrieved employees.

Mr. Sanchez started working for JSJ as a cook. Mr. Sanchez's employment with JSJ ended on or around July 2022. During his employment tenure, Mr. Sanchez was classified as an hourly, non-exempt employee.

In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and

weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for violations that the representative has personally suffered. The PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves and others. The statute also states that an "aggrieved employee" is "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." Because at least one of the violations that Huff had alleged had affected him personally, the Court of Appeal denied Securitas' motion.

In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits broader than the specific violations the named employee experienced. Therefore, even if the employee did not personally experience the Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is our position that Mr. Sanchez can equivocally bring the following labor code violations on behalf of all other employees, including hourly, non-exempt employees and even salaried employees.

It is our position that JSJ has committed the following labor code violations against Mr. Sanchez and other hourly, non-exempt employees who worked at any of JSJ's restaurant locations in the state of California during the PAGA period:

JSJ did not provide Mr. Sanchez and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate him and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. To the extent that Mr. Sanchez and others worked through their meal periods or their meal breaks were interrupted due to work obligations (which happened often) and while clocked out, the latter would also be a minimum wage violation since Mr. Sanchez and others were not compensated for that time. Moreover, the company had a policy and practice of rounding down the number of hours worked, which led to time shaving and Mr. Sanchez and others not being paid for all hours worked in violation of minimum wage laws.

Due to the above "off the clock" violations above, JSJ violated Labor Code §510 because it failed to pay our client and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Mr. Sanchez's and others' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount overtime, especially since the "off the clock" work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments, which were received by Mr. Sanchez and others, were not factored into Mr. Sanchez's and other employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not

factored into Mr. Sanchez's regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

JSJ violated Labor Code § 226.7 along with Industrial Welfare Commission Wage Order no. 5 because it failed to provide our client and other similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. JSJ did not completely relieve our client of all duty during said rest periods. JSJ did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided. In fact, it was not part of JSJ's culture for employees such as Mr. Sanchez and others to take at least two 10-minute rest break every day wherein they are relieved of all work duties. The latter was due to understaffing of employees and employees such as Mr. Sanchez being too busy to be able to take timely, uninterrupted rest breaks. In short, it was not part of the company policy or practice to abide by consistent, ten-minute rest periods every four hours worked wherein employees were relieved of all work duties.

JSJ also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission Wage Order No. 5 because it failed to provide our client and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. JSJ did not completely relieve our client of all duties during said meal periods. JSJ did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory meal periods was not provided. If JSJ had Mr. Sanchez sign a meal period waiver, it would not be valid and enforceable since Mr. Sanchez and others generally worked more than a 6-hour shift. If JSJ had Mr. Sanchez sign an on-duty meal period agreement wherein Mr. Sanchez agreed to work through his meal period, it would also be invalid and unenforceable because the nature of Mr. Sanchez's job does not prevent him from taking a meal period. As was the case with rest periods, timely, uninterrupted meal breaks were definitively not part of the JSJ's culture as Mr. Sanchez and others would take their meal periods late and after the 5th hour worked or the meal periods would be interrupted by work obligations. The meal periods were not authorized and were not enforced. To the extent that JSJ argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp.*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at JSJ was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments.

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

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

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

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

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

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



MESSRELIAN LAW
ATTORNEYS AT LAW

500 W. Central Avenue, Suite 840

Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

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,



Harold Messrelian, Esq.

EXHIBIT 4



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

VIA ELECTRONIC FILING

November 1, 2023

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)

JSJ FOODS, INC.
JEFFREY BARNES
SHIRLEY BARNES
3735 VALLEY WAY
RUBIDOUX, CA 92509

JOSE JESUS SANCHEZ v. JSJ FOODS, INC.; JEFFREY BARNES; SHIRLEY BARNES

RE: AMENDED PRIVATE ATTORNEYS GENERAL ACT NOTICE

CASE NO. LWDA-CM-915809-22

To Whom It May Concern:

Please be informed that our client, Mr. Jose Jesus Sanchez (hereinafter “our client” or “Mr. Sanchez”) seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid employees (“aggrieved employees”) who worked for JSJ FOODS, INC., JEFFREY BARNES, and SHIRLEY BARNES (hereinafter collectively “JSJ”) at all of their California restaurant locations during the relevant time period pursuant to California Labor Code §§ 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 §§ 2699.3 and shall constitute notice of the same. Individuals JEFFREY BARNES and SHIRLEY BARNES are being included in this PAGA notice pursuant to Labor Code Section 558.1 as they were and are the owners/directors/managing agents of JSJ FOODS, INC., were personally involved in the day-to-day operations of the business, and as such, controlled the wages, hours, and working conditions of Mr. Sanchez and other similarly situated aggrieved employees.

Mr. Sanchez initially sent a PAGA Notice on October 25, 2022, which gave notice to the LWDA and JSJ to enable Mr. Sanchez to file a Complaint in state court, as authorized by California Labor Code § 2699. This Amended Notice is intended to amend Mr. Sanchez’s initial LWDA Notice to add causes of action, as well as supporting facts and theories thereof.



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

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Mr. Sanchez started working for JSJ as a cook. Mr. Sanchez's employment with JSJ ended on or around July 2022. During his employment tenure, Mr. Sanchez was classified as an hourly, non-exempt employee.

In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for violations that the representative has personally suffered. The PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves and others. The statute also states that an "aggrieved employee" is "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." Because at least one of the violations that Huff had alleged had affected him personally, the Court of Appeal denied Securitas' motion.

In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits broader than the specific violations the named employee experienced. Therefore, even if the employee did not personally experience the Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is our position that Mr. Sanchez can equivocally bring the following labor code violations on behalf of all other employees, including hourly, non-exempt employees and even salaried employees.

It is our position that JSJ has committed the following labor code violations against Mr. Sanchez and other hourly, non-exempt employees who worked at any of JSJ's restaurant locations in the state of California during the PAGA period:

JSJ did not provide Mr. Sanchez and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate him and others for all hours worked pursuant to California Labor Code §§ 1194, 1197, 1197.1, 1198, along with Industrial Welfare Commission Wage Order No. 5. Specifically, Mr. Sanchez and others were provided non-compliant meal and rest breaks because they were forced to work through these breaks and/or these breaks were frequently interrupted due to work obligations (which happened often), including when these employees were clocked out. This would be a minimum wage violation since Mr. Sanchez and others were not compensated for that time. Moreover, the company had a policy and practice of rounding down the number of hours worked, which led to time shaving and Mr. Sanchez and others not being paid for all hours worked in violation of minimum wage laws. Mr. Sanchez further alleges that JSJ engaged in time shaving practices due to the manual adjustments it made to the aggrieved employees' time records, which also resulted in a violation of minimum wage laws.



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

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JSJ further violated minimum wage provisions due to other off-the-clock work performed by Mr. Sanchez and the aggrieved employees. Specifically, Mr. Sanchez and others were not compensated for the time it took to (i) clock in/out using JSJ's timekeeping system; (ii) don/doff their uniforms and/or protective gear while off-the-clock; and (iii) launder/clean their uniforms after work hours at home.

Due to the above "off the clock" violations above, JSJ violated Labor Code § 510 because it failed to pay our client and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Mr. Sanchez's and others' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount overtime, especially since the "off the clock" work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments, which were received by Mr. Sanchez and others, were not factored into Mr. Sanchez's and other employees' wage statements. As a result, these bonus payments and/incentive pay were not calculated into their regular rate of pay for purposes of deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into Mr. Sanchez's regular rate for purposes of receiving meal and rest break premiums, as per Ferra v. Loews, 11 Cal.5th 858 (2021).

JSJ violated Labor Code § 226.7 along with Industrial Welfare Commission Wage Order No. 5 because it failed to provide our client and other similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. JSJ did not completely relieve our client of all duty during said rest periods. JSJ did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided. In fact, it was not part of JSJ's culture for employees such as Mr. Sanchez and others to take at least two 10-minute rest break every day wherein they are relieved of all work duties. The latter was due to understaffing of employees and employees such as Mr. Sanchez being too busy to be able to take timely, uninterrupted rest breaks. In short, it was not part of the company policy or practice to abide by consistent, ten-minute rest periods every four hours worked wherein employees were relieved of all work duties.

JSJ also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission Wage Order No. 5 because it failed to provide our client and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. JSJ did not completely relieve our client of all duties during said meal periods. JSJ did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory meal periods was not provided. If JSJ had Mr. Sanchez sign a meal period waiver, it would not be valid and enforceable since Mr. Sanchez and others generally worked more than a 6-hour shift. If JSJ had Mr. Sanchez sign an on-duty meal period agreement wherein Mr. Sanchez agreed to work through his meal period, it would also be invalid and unenforceable because the nature of Mr. Sanchez's job does not prevent him from taking a meal period. As was the case with rest periods,

timely, uninterrupted meal breaks were definitively not part of the JSJ's culture as Mr. Sanchez and others would take their meal periods late and after the 5th hour worked or the meal periods would be interrupted by work obligations. The meal periods were not authorized and were not enforced. To the extent that JSJ argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at JSJ was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments.

During the relevant time period, Mr. Sanchez and/or other aggrieved employees were also not compensated for reporting time pay to the extent they were subject to work less than half of their usual or scheduled shift in a workday, as well as split shift pay due to unpaid periods of more than one hour during a workday.

Furthermore, during the relevant time period, and due to the labor code violations cited above, JSJ failed to pay our client and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including minimum wages and overtime, tip compensation (see, e.g., Labor Code § 351), meal/rest break premium payments, other premium payments (i.e., split shift and reporting time premium payments), and tip compensation. JSJ was also in violation of California Labor Code section 226(a) by not providing access to paystubs and failing to include pertinent information on the wage statements, including but not limited to, all hours worked, tips earned, gross wages earned, net wages earned, all deductions, premium payments for meal and rest breaks, the correct legal name and address of the legal employer, the correct beginning and end of the pay period, all applicable hourly rates, and all identifying employee information, among other items. As such, JSJ did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

JSJ violated Labor Code §§ 201-204, 208 and 1198, as well as the provisions in Industrial Welfare Commission Wage Order No. because JSJ willfully failed to pay Mr. Sanchez and other similarly situated aggrieved employees earned and due wages during their employment, as well as upon the separation of their employment, either immediately upon involuntary termination, or within 72 hours of resignation. When Mr. Sanchez was terminated, JSJ failed and refused to pay all wages earned and due immediately upon separation at the place of discharge. Mr. Sanchez's paycheck also did not include all earned and due wages owed. These earned but unpaid wages include compensation for all hours worked including minimum wages and overtime compensation, tip



MESSRELIAN LAW
ATTORNEYS AT LAW

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

Tel: (818) 484-6531
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compensation, premiums for missed meal and rest breaks, and premium payments for split shifts and reporting time pay due to unpredictable work schedules.

JSJ also failed to keep accurate and complete employment records, including payroll records showing the actual hours worked per day (including the time for meal periods) and the wages paid to our client and other aggrieved employees pursuant to California Labor Code §§ 226(c), 1174(d), and 1198.5.

During the relevant time period, Mr. Sanchez and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by JSJ. These costs include, but are not limited to, uniforms work. Accordingly, JSJ was in violation of California Labor Code §§ 2800 and 2802. To the extent these employees were required to pay for uniforms and/or safety equipment from their paychecks, JSJ violated California Labor Code §§ 221 and 224.

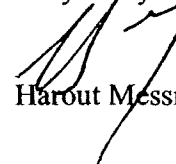
Each of the aforementioned violations, except the Labor Code § 226(a) violations, is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

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

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 5



Class Action Administrators

www.cptgroup.com

Contact Name: Timothy Phillips
Vice President, Business Development
Corporate Headquarters
50 Corporate Park, Irvine CA 92606
TIM@CPTGroup.com
Direct Number: (818) 415-2703
Main Number: (800) 542-0900

CASE NAME: WIP

Date: November 29, 2023

Requesting Attorney: Harout Messrelian

Plaintiff or Defense: Plaintiff

Firm Name: Messrelian Law Inc.

Telephone: (818) 484-6531

Email: hm@messrelianlaw.com

PAGA Disbursement Only

Aggrieved Employees: 206

Postage Total: \$163.14

Grand Total: \$9,425.89

DISCOUNTED FLAT FEE: \$7,250.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Aggrieved Employees will be Assigned a Unique Mailing ID which will be Used Throughout Administration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	2	\$190.00
Project Manager: Notice Format	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	2	\$300.00
TOTAL			\$585.00

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Call Center Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	42	\$126.00
TOTAL			\$426.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.20	206	\$41.20
TOTAL			\$476.20

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. From There, CPT will Mail an 8.5"x11" MICR Check and Notice to Valid Aggrieved Employees. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	2	\$300.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	21	\$17.85
Print & Mail Notice, Checks & 1099	\$3.00	206	\$618.00
First-Class Postage (up to 1 oz.)*	\$0.66	206	\$135.96
TOTAL			\$2,746.81

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

CPT Estimates that 6% of the Checks will be Returned Undeliverable and Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process all Requests for Check Re-Issues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF. Throughout the Duration of Administration, CPT will Provide the Parties with Bi-Weekly Status Reports. Upon the Conclusion of the Disbursement, CPT will Issue a Due Process Declaration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	12	\$6.00
Skip Trace for Best Address	\$0.75	11	\$8.25
Remail Undeliverable Checks	\$3.00	8	\$24.00
First-Class Postage (up to 1 oz.)	\$0.66	8	\$5.28
Re-Issue Checks as Required	\$5.00	3	\$15.00
First-Class Postage (up to 1 oz.)	\$0.66	3	\$1.98
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	1	\$150.00
Project Manager: Account Files Sent to Atty	\$95.00	1	\$95.00
Project Supervisor: Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$3,065.51

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

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	43	\$6.45
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.64	1	\$8.64
Check Reissues for Winter/Spring QTR	\$5.00	4	\$20.00
First-Class Postage (up to 1 oz.)	\$0.66	4	\$2.64
Project Manager: June Remittance	\$95.00	2	\$190.00
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.64	1	\$8.64
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
		TOTAL	\$2,126.37
GRAND TOTAL			\$9,425.89

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

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

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.

4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

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

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

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

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

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT 6



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

November 30, 2023

CASE ASSUMPTIONS

Class Members	206
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	206
Subtotal Admin Only	\$5,021.57

Flat Fee Total \$4,500.00

For 206 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Case: Sanchez v. JSJ Foods, PAGA Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Harout Messrelian
Firm: Messrelian Law, Inc.
Contact Number: 818.484.6531
Email: hm@messrelianlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 206 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)				
Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	33		\$82.40
NCOA (USPS)	\$65.00	1		\$65.00
Total				\$547.40

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage				
Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Data Merge & Duplication Scrub	\$0.09	206		\$18.54
Notice and Check Packet	\$1.00	206		\$206.00
Estimated Postage (up to 1 oz.)*	\$0.64	206		\$131.84
Total				\$456.38

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$0.75	39	\$29.25
Remail Notice Packets	\$1.00	36	\$36.00
Estimated Postage	\$0.64	36	\$23.04
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$303.29

Database Programming			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	1	\$150.00
Case Associate	\$55.00	3	\$165.00
Case Manager	\$85.00	2	\$170.00
Total			\$485.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	1	\$135.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	3	\$405.00
Total			\$1,000.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	2		\$230.00
Remail Undeliverable Checks (Postage Included)	\$1.50	33		\$49.50
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	4		\$340.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	3		\$345.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$700.00	1		\$700.00
Check to Cy-Pres	\$150.00	1		Included

Total **\$2,229.50**

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

Estimate Total: **\$5,021.57**



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

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

EXHIBIT 7



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

Estimate Number: 20231128-JJK-02
Estimate Date: 11/28/2023
Estimate Expiration Date: 2/26/2024

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

Primary Contact
Name: Harout Messrelian
Firm: Messrelian Law, Inc.
Email: hm@messrelianlaw.com

Additional Contact
Attorney:
Firm:
Email:

Case Name: 206-Person PAGA
One-step notice and payment option

Assumptions

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

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

Anticipated Collective Size:	206	Undeliverable Rate:	10%
Opt-in Rate:	n/a	Mail Skip Trace Success Rate:	75%
Opt-out Rate:	n/a	Email Skip Trace Success Rate:	n/a
Language(s) for Communication	EN	Call Rate:	n/a
Reminder Mailing:	n/a	Average Call Length:	n/a
Unclaimed Funds:	Unclaimed Prop	Fund Distribution:	Simpluris
State(s):	CA	Number of Distributions:	1
Length of Administration:	6 Months	Tax Year(s):	1

Case Initiation, Administration, and Completion

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

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

Payment Distribution and Communications

- One-page notice, check, and tax documents by letter

Category	Unit Value	# of Units	Total
Payment Packet	\$1.15	206	\$236.90
Letter Postage	\$0.63	206	\$129.78
NCOA/CASS/LACS	\$0.20	206	\$41.20
Undeliverable Processing and Skip Trace	\$0.35	21	\$7.35
Remail Notice (assuming 75% skip trace success)	\$3.35	16	\$52.76
Remail Postage	\$0.63	16	\$9.92
Mailing Supervisor	\$50.00	1	\$50.00
Total:			\$527.92

QSF Management

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

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$100.00	1	\$100.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
QSF Monthly Reconciliation and Maintenance	\$235.00	6	\$1,410.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$1,350.00	1	\$1,350.00
Total:			\$4,250.00

Total Estimated Cost of Administration: \$5,917.92

Below-the-Line Options

Category	Unit Value	# of Units	Total
Translation into Spanish, assuming 2,000 words	\$0.25	2,000	\$500.00



Class Action Settlement Administration

Simpluris class action and claims administration offers comprehensive settlement planning, execution, and reporting, regardless of case size or complexity.

As an award-winning claims administrator, our subject matter experts leverage their experience to develop a settlement framework designed to meet the unique aspects of your matter. We take a consultative approach to address your challenges and support preliminary hearing preparation.

Our Class Action Offerings

Data Management

- Data hygiene through scrubbing, validation, and skip tracing
- Secure management throughout the lifecycle of the settlement
- Proprietary platform eliminates siloed data

Legal Notification

- Tailored research to achieve the goals of the settlement
- Multichannel communication to effectively reach the class

Contact Center

- Scalable, multilingual, 24/7 live agent support, as well as IVR
- Toll-free phone and email support to help class members navigate the claims process

Claim Form and Website

- Clear language and secure user-friendly design, tailored to the goals of the parties
- Secure and convenient case websites enabling online claims submissions

Claims Processing

- Combined technology and quality assurance to process and validate claims
- Real time reporting available to track claim status

Distribution, QSF Management and Taxation

- Data hygiene through scrubbing, validation, and skip tracing
- Secure management throughout the lifecycle of the settlement
- Proprietary platform eliminates siloed data
- Tax and accounting professionals manage all fund distributions following rigorous quality control standards

Data Security

Simpluris is committed to the security and overall protection of its customer's data and information. We maintain SOC 2 certification which requires us to adhere to strict policies and procedures surrounding information security including processing and storage of confidential customer data. Simpluris has and maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00).

100+

YEAR OF COMBINED
SUBJECT MATTER EXPERTISE

\$8B

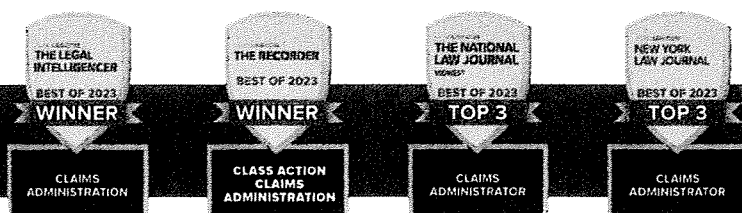
IN FUNDS
MANAGED

9,000+

CLASS ACTION CASES
ADMINISTERED

15+

YEARS OF
ADMINISTRATION



Learn more at Simpluris.com



Security Summary – White Paper



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

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

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

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

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

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

Terms and Conditions

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

- 1. Services** Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.
- 2. Fee Estimates Not Binding:** Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact.
- 3. Billing and Payment:** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.
- 4. Further Assurances:** Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.
- 5. Rights of Ownership:** The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.
- 6. Bank Accounts:** Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.
- 7. Retention of Documents & Data:** Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.
- 8. Limitation of Liability; Disclaimer of Warranties:** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- 9. Force Majeure:** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 8