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10 Attorneys for Plaintiff,

11 IRIS RODRIGUEZ, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

15 IRIS RODRIGUEZ,

16 *Plaintiff,*

17 vs.

18 FACILITY MASTERS, INC.; and
19 DOES 1 to 25, inclusive,

20 *Defendants.*

Case No.: 23CV423999

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

Action filed: October 9, 2023

Hearing Date: March 13, 2024

Hearing Time: 1:30 p.m.

Hearing Dept: 19, Hon. Theodore C.
Zayner

DECLARATION OF MARALLE MESSRELIAN IN SUPPORT OF
PAGA SETTLEMENT AND RELEASE

1. I am an attorney duly licensed to practice law in the State of California and am an attorney of record for Plaintiff Iris Rodriguez (individually, “Rodriguez” or “Plaintiff”) in her lawsuit against Defendant Facility Masters, Inc. (“Defendant” or “Facility Masters”).

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

Background

3. In 2003, I earned a Bachelor of the Science degree with a major in Accounting from Cal State University, Northridge. In 2017, I earned a Juris Doctor degree from Southwestern University School of Law.

4. In December of 2017, the Supreme Court for the State of California admitted me as an Attorney and Counselor at Law and licensed me to practice law in all the Courts of this State.

5. I am experienced in handling employment law matters and specifically wage and hour cases. I have been practicing law since 2017. My experience has been almost exclusively in the area of employment law representing employees with claims of wrongful termination, harassment, whistleblower retaliation, discrimination, wage and hour, and family and medical leave violations. I am a member of the California Employment Lawyers Association (CELA).

6. In my representation of employees, I have prosecuted several lawsuits on behalf of employees with claims of rest and meal period and overtime violations or other wage claims.

7. I have been involved in the prosecution of numerous wage and hour class actions at various stages of litigation. A small sampling of the wage and hour class action cases in which I have been counsel of record is as follows:

a) *Joshua Silva v. Payo Laboratories, Inc., et al.*, San Luis Obispo County Superior Court, Case No. 19CV-0689 (appointed Class Counsel and granted final approval of class action settlement by the court).

b) *Mervin Perkins v. CC Venice, LLC, et al.*, Los Angeles Superior Court, Case

1 No. BC703660 (appointed Class Counsel and granted final approval of class action settlement
2 by the court).

3 c) *Jashar Bryant v. Pinnacle Cabling & Construction, Inc., et al.*, Orange
4 County Superior Court, Case No. 30-2020-01123094-CU-OE-CXC (appointed Class Counsel
5 and granted final approval of class action settlement by the court).

6 d) *Collins v. Spa Products Import & Distribution Co., LLC, et al.*, Los Angeles
7 County Superior Court, Case No. 19STCV10586 (granted final approval of class action
8 settlement by the court)

9 e) *Sabrina Slater v. Avalon Care Center – Sonora, L.L.C., et al.*, Tuolumne
10 County Superior Court, Case No. CV62006 (granted final approval of class action settlement by
11 the court)

12 f) *Violet Avalos v. Smithcare Incorporated, et al.*, Tulare County Superior
13 Court, Case No. VCU272975 (granted final approval of class action settlement by the court)

14 g) *David Contreras v. HTX Services LLC, et al.*, Los Angeles County Superior
15 Court, Case No. 19STCV43405 (granted final approval of class action settlement by the court)

16 h) *Devin Cherry v. LA Corral Three, Inc., et al.*, Kern County Superior Court,
17 Case No., BCV-18-101817-DRL (granted final approval of class action settlement by the court)

18 i) *Vikki Curl and Anthony J. Gratton v. Reel Security Corp., et al.*, Los Angeles
19 County Superior Court, Case No. 18STCV09302 (granted final approval of class action
20 settlement by the court)

21 j) *Corrine Lashbrook and Joshua Sweat v. Andy's BP, Inc., et al.*, San Mateo
22 County Superior Court, Case No. 19CIV02344 (granted final approval of class action settlement
23 by the court)

24 k) *Stephen Aguirre and Christopher Walls v. Anlin Industries*, Fresno County
25 Superior Court, Case No. 17CECG04326 (order and judgment approving PAGA settlement by
26 the court)

27 l) *Rebecca Mallory v. Odyssey Healthcare Operating A, L.P.*, Kern County
28 Superior Court, Case No. BCV-19-102735 (order and judgment approving PAGA settlement by

1 the court)

2 m) *Wendy Chavez v. Texas De Brazil (Fresno) Corporation, et al.*, Fresno
3 County Superior Court, Case No. 19CECG04249 (order and judgment approving PAGA
4 settlement by the court)

5 n) *Kevin Littleton v. Lincoln Military Property Management LP.*, San Diego
6 County Superior Court, Case No. 37-2018-00061799-CU-OE-NC (order and judgment
7 approving PAGA settlement by the court)

8 o) *Krystal Thomas v. Choice Physicians Network, Inc., et al.*, San Bernardino
9 County Superior Court, Case No. CIVDS2013964 (order and judgment approving PAGA
10 settlement by the court)

11 p) *Otina Sengvong v. Probuild Company, LLC, et al.*, United States District
12 Court, Southern District of California, Case No. 3:19-cv-02231-MMA (JLB) (granted final
13 approval of class action settlement by the court)

14 q) *Orland Perez Avalos v. Milagros Restaurant LLC, et al.*, San Mateo County
15 Superior Court, Case No. 22-CIV-01222 (order and judgment approving PAGA settlement by
16 the court)

17 r) *David Xiqui Vasquez v. The Province LLC, et al.*, Santa Clara County
18 Superior Court, Case No. 22CV397541 (order and judgment approving PAGA settlement by
19 the court)

20 s) *Manuel Melendrez v. Clean Auto Inc., et al.*, San Mateo County Superior
21 Court, Case No. 22CIV01967 (order and judgment approving PAGA settlement by the court)

22 t) *Arturo Vera Lopez v. Green Valley Landscape, et al.*, Monterey County
23 Superior Court, Case No, 22CV003751 (order and judgment approving PAGA settlement by
24 the court)

25 u) *Erasmus Gomez v. A-1 Jay's Machining, Inc., et al.*, Santa Clara County
26 Superior Court, Case No. 22CV396904 (order and judgment approving PAGA settlement by
27 the court)

28 8. The hourly rate for my time is \$450.00 per hour which is my usual and customary

1 hourly rate charged for my services in similar PAGA and complex class actions.

2 9. The total number of hours spent by me on this litigation is 40.40 hours through
3 February 20, 2024.

4 10. My total lodestar amount through February 20, 2024 is \$17,270.00.

5 11. I believe that the Settlement is fair, adequate, and reasonable. The Settlement
6 provides substantial monetary benefits to PAGA Members and is a product of diligent efforts of
7 PAGA Counsel to obtain the best possible result for the PAGA Members. This Settlement was
8 reached following thorough legal and factual research and analysis, thorough review of
9 extensive data relative to the claims in the action, arduous settlement negotiations, and thorough
10 investigation of the underlying facts by the respective parties and review of records. The
11 settlement negotiations were, at all times, adversarial and non-collusive in nature. The proposed
12 Settlement is within the range of reasonableness, and PAGA Members have supported the
13 Settlement.

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

16 Executed on February 20, 2024 at Glendale, California.

17 
18 Maralle Messrelian,
19 Declarant

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between PLAINTIFF IRIS RODRIGUEZ (“PLAINTIFF”) and Defendant FACILITY MASTERS, INC. (“DEFENDANT”) as of October 18, 2023. The Agreement refers to PLAINTIFF and Defendant collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means the PLAINTIFF’s PAGA lawsuit alleging wage and hour violations against DEFENDANT captioned *Rodriguez v. Facility Masters, Inc.*, which was initiated on October 9, 2023, and pending in Superior Court of the State of California, County of Santa Clara, as Case No. 23-CV-423999.

1.2. “Administrator” means ILYM Group Inc., whom the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator 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 submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee” means a non-exempt California employee who worked for DEFENDANT during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in DEFENDANT’s 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 Santa Clara.

1.8. “Defense Counsel” means Ventura Hersey & Muller, LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means \$220,000.00 which is the total amount DEFENDANT agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.11. “Individual PAGA Payment” means the Aggrieved Employees’ *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. “PAGA Counsel” means MESSRELIAN LAW, INC., the attorneys representing the PLAINTIFF in the Action.

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

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for DEFENDANT for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from December 1, 2021 to August 24, 2023.

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.21. “PAGA Notice” means PLAINTIFF’s letter to DEFENDANT and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a) dated December 1, 2022.

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23. “PLAINTIFF” means the named PLAINTIFF in the Action.

1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

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

1.26. “Released Parties” means: DEFENDANT and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and employees.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “DEFENDANT” means the named Defendant in the Action.

2. RECITALS.

2.1. On August 24, 2023, the Parties participated in an all-day, pre-litigation mediation presided over by James Johnston of Johnston Mediation. The Parties previously agreed to mediate PLAINTIFF'S claims that DEFENDANT violated the California Labor Code and is liable to PLAINTIFF and other Aggrieved Employees pursuant to PAGA for various alleged wage and hour violations. At the mediation, the Parties' agreed to resolve PLAINTIFF'S asserted claims and, as part of their settlement, agreed that PLAINTIFF would commence a lawsuit, DEFENDANT would respond to that lawsuit, and then PLAINTIFF would apply to the Court for entry of Judgment consistent with the terms of this Agreement.

2.2. Per the terms of the Parties' agreement reached at mediation, Plaintiff is to file a lawsuit alleging one cause of action for PAGA penalties in order to gain approval of the PAGA settlement.

2.3. Pursuant to Labor Code section 2699.3, subd. (a), PLAINTIFF gave timely written notice to DEFENDANT and the LWDA by sending the PAGA Notice on December 1, 2022.

2.4. Prior to participating mediation and negotiating the Settlement, PLAINTIFF obtained, through informal discovery, copies of time records, paystubs, and DEFENDANT'S policies and procedures pertaining to the Action.

2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, DEFENDANT promises to pay \$220,000.00, and no more, as the Gross Settlement Amount. DEFENDANT has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. 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.

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 Final Approval:

3.2.1. To PAGA Counsel: PAGA Counsel Fees Payment in an amount not to exceed 35% of the Gross Settlement Amount, which is currently estimated to be \$77,000, as well as PAGA Counsel Litigation Expenses Payment in an amount not to exceed \$10,000. Neither DEFENDANT, nor Defense Counsel, will 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 PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment in amounts less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties 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 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 and

holds DEFENDANT harmless, and indemnifies DEFENDANT, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment in an amount not to exceed \$3,500.00. To the extent the Court approves an Administration Expenses Payment in an amount less than \$3,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$129,500.00 to be paid from the Gross Settlement Amount, with 75% (\$97,125.00) allocated to the LWDA PAGA Payment and 25% (\$32,375.00) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$ 32,375.00) by the total number of PAGA Period Pay Period of all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records prior to mediation, DEFENDANT estimates there are 219 Aggrieved Employees who worked a total of 7,200 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, DEFENDANT will simultaneously 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. DEFENDANT has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which DEFENDANT 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. DEFENDANT shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 10 days after DEFENDANT funds 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 Litigation 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 (not less than 180 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 Settlement 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 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.

4.4.4. The payment of Individual PAGA Payments shall not obligate DEFENDANT 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 DEFENDANT fully funds the entire Gross Settlement Amount, PLAINTIFF and PAGA Counsel will release claims against all Released Parties as follows:

5.1. PLAINTIFF's Release. PLAINTIFF and her 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 that took place during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA 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 PLAINTIFF 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.

5.1.1. PLAINTIFF's Waiver of Rights Under California Civil Code Section 1542. 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

5.2. Release by Aggrieved Employees: 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 PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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 PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1. No later than 60 days following the full execution of this Agreement, PAGA Counsel will prepare and file all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, PLAINTIFF and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.3. 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. Based on its records, DEFENDANT estimates that, as of the date of this Settlement Agreement, there are 219 Aggrieved Employees who worked 7200 Pay Periods during the PAGA Period.

8.2. Within 30 days of the Effective Date, DEFENDANT will provide a declaration under penalty of perjury confirming the number of applicable Aggrieved Employees and Pay Periods they worked during the applicable PAGA Period.

8.3. In the event the number of pay periods increases by more than 15% of the estimate stated herein, the Settlement Amount shall increase proportionally for the number of Pay Periods over 15% of 7,200 (8,280).

9. CONTINUING JURISDICTION OF THE COURT. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that, following 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 DEFENDANT that any of the allegations in the Operative Complaint have merit or that DEFENDANT has any liability for any claims asserted; nor should it be intended or construed as an admission by PLAINTIFF that DEFENDANT's defenses in the Action 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 Settlement, DEFENDANT reserves all available defenses to the claims in the Action, and PLAINTIFF reserves the right to contest DEFENDANT's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the 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 any attached exhibits, shall constitute the entire agreement between the Parties relating to the 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 DEFENDANT, 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 Settlement by, among other things, modifying the Settlement 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 a mediator and/or the Court for resolution.

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, DEFENDANT 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 approved 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 (if any) 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. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by DEFENDANT 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 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 DEFENDANT unless, prior to the Administrator's payment of all Settlement Funds, DEFENDANT makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. 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:
Iris Rodriguez
c/o MESSRELIAN LAW INC.
500 N. Central Avenue, Suite 840
Glendale, California 91203

To DEFENDANT:
Facility Masters, Inc.
c/o VENTURA HERSEY & MULLER, LLP
1506 Hamilton Avenue
San Jose, California 95125

10.16. 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.

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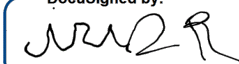
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10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IRIS RODRIGUEZ

DATED: 10/20/2023, 2023
Iris Rodriguez

DocuSigned by:

DD0EB84DC8304CD...

FACILITY MASTERS SALES, INC.

DATED: _____, 2023

By: Ozvaldo Almeida

MESSRELIAN LAW INC.

DATED: October 20, 2023


By: Harout Messrelian

VENTURA HERSEY & MULLER, LLP

DATED: 10/20, 2023


By: Daniel J. Muller

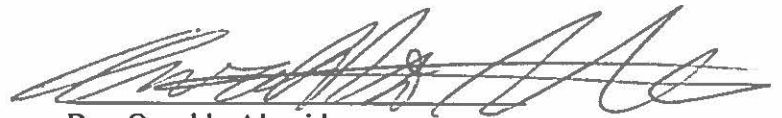
10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IRIS RODRIGUEZ

DATED: _____, 2023

FACILITY MASTERS, INC.

DATED: 10/18, 2023



By: Osvaldo Almeida

MESSRELIAN LAW INC.

DATED: _____, 2023

By: _____

VENTURA HERSEY & MULLER, LLP

DATED: _____, 2023

By: Daniel J. Muller

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT

Iris Rodriguez v. Facility Masters, Inc.
Santa Clara County Superior Court, Case No. 23CV42399

<<ILYM Group, Inc.>>

[]

[]

Telephone: []

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName»

«LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of lawsuits brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The plaintiff in the Action is Iris Rodriguez (“Plaintiff”) and the Defendant is Facility Masters, Inc (“Defendant”). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all non-exempt California employees who worked for Defendant during the PAGA Period of December 1, 2021 to August 24, 2023 (the “Aggrieved Employees”). Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the case and the Court has approved the settlement and release of claims. By settling the Action, Defendant is not admitting that it has done anything wrong as of and subject to the occurrence of the Effective Date of the Settlement. Upon the Effective Date of this Settlement, Plaintiff, the State of California (including, but not limited to, the LWDA), and the Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released PAGA Claims with respect to Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates and employees. The Released PAGA Claims shall include all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including but not limited to: California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

By Order dated <<court approval order date>>, the Superior Court of the State of California, Santa Clara County approved the Settlement of the PAGA claims.

According to the Defendant’s records, you are an Aggrieved Employee and therefore entitled to a share of the settlement based upon the Court approved allocation. Enclosed with this

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

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

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to ILYM Group, Inc. (the Settlement Administrator) using the contact information at the top of this correspondence.

EXHIBIT 3

VIA ELECTRONIC FILING

December 1, 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)

FACILITY MASTERS, INC.
JAMES MACHADO
1604 KERLEY DRIVE
SAN JOSE, CA 95112

FACILITY MASTERS, INC.
c/o ROBERT OUSHALEM
333 W SANTA CLARA ST., SUITE 930
SAN JOSE, CA 95113

IRIS RODRIGUEZ v. FACILITY MASTERS, INC.; JAMES MACHADO

RE: PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be informed that our client, Ms. Iris Rodriguez (hereinafter “our client” or “Ms. Rodriguez”) 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 FACILITY MASTERS, INC. and JAMES MACHADO (hereinafter collectively “FACILITY MASTERS”) during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same. JAMES MACHADO is being included in this PAGA notice pursuant to Labor Code Section 558.1 as he was and is the owner or corporate officer or managing agent/director of FACILITY MASTERS, INC., was involved in the day to day operations of the business, and personally controlled the hours, wages, and/or working conditions of the employees, including Ms. Rodriguez and other similarly situated aggrieved employees.

Ms. Rodriguez started working for FACILITY MASTERS on or around 2019 as a Janitor. Ms. Rodriguez’s employment ended on or around November 3, 2022. During her tenure, Ms. Rodriguez was classified as an hourly, non-exempt employee and her latest rate of pay was \$17 per hour.



MESSRELAN LAW
ATTORNEYS AT LAW

500 N. Central Avenue, Suite 840

Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

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 Ms. Rodriguez can equivocally bring the following labor code violations on behalf of all other employees, including hourly, non-exempt employees and even salaried employees.

FACILITY MASTERS has committed the following labor code violations against Ms. Rodriguez and other similarly situated aggrieved employees, including all hourly, non-exempt employees who worked for FACILITY MASTERS at any of their California locations:

FACILITY MASTERS did not provide Ms. Rodriguez and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and as such did not compensate Ms. Rodriguez and others for all hours worked at the minimum wage rate pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the company had a policy of rounding down employee hours to the detriment of the employees, which resulted in employees such as Ms. Rodriguez not being paid for all hours worked, including the minimum wage. In addition, Ms. Rodriguez and others worked “off the clock” in that Ms. Rodriguez would report to work early, however, Ms. Rodriguez would not be paid for those extra works wherein she reported to work early. Management was unequivocally aware that Ms. Rodriguez was working “off the clock”. Moreover, and to the extent employees worked through their meal periods while “off the clock” and were not compensated for that time, FACILITY MASTERS would have also violated California’s minimum wage laws.

Due to the above “off the clock” violations, including the time shaving/rounding, FACILITY MASTERS also violated Labor Code §510 because it failed to pay our client and other similarly situated aggrieved employees the correct amount of overtime, even though they worked more than



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8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Furthermore, FACILITY MASTERS did not include bonuses and other forms of additional compensation, including incentive pay, in calculating the correct regular rate of pay for purposes of then calculating the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into Ms. Rodriguez's regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

FACILITY MASTERS violated Labor Code § 226.7 and the applicable 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. FACILITY MASTERS did not completely relieve our client of all duty during said rest periods. FACILITY MASTERS did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy and culture for employees such as Ms. Rodriguez and others to take timely, statutory rest breaks. Rest periods were simply not part of the company policy and were not enforced whatsoever.

FACILITY MASTERS violated Labor Code §§ 512 and 226.7 and the applicable 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 (and before the fifth hour) throughout their employment, and our client did not validly waive said meal periods. FACILITY MASTERS did not completely relieve our clients of all duties during said meal periods. FACILITY MASTERS 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. Like the rest breaks, receiving a timely, thirty-minute uninterrupted meal break, before the 5th hour worked, was not part of the company culture and was not enforced by FACILITY MASTERS. It was the normal practice and custom of FACILITY MASTERS not to authorize, permit, and enforce timely statutory meal periods. There were certainly times wherein Ms. Rodriguez would not get a meal break or it would be interrupted or late because there would be occasions wherein there would be a party and Ms. Rodriguez would have to be on standby for immediately cleaning. The parties took place every few days and so this was a regular occurrence. To the extent that FACILITY MASTERS 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 FACILITY MASTERS 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.



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Furthermore, during the relevant time period, and due to the above labor code violations, FACILITY MASTERS 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. FACILITY MASTERS was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, all hourly rates, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed/late/short meal and rest breaks, all deductions, the correct start and end of the pay period, all employee identifying information, the correct name and address of the legal employer, and reimbursement for business expenses, among others. As such, FACILITY MASTERS did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

FACILITY MASTERS violated Labor Code § 203 because it willfully failed to pay our client and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include the unpaid minimum wages/compensation for all hours worked, overtime, premium pay for missed/late/short meal and rest breaks, and business expense reimbursement, among others.

During the relevant time period, FACILITY MASTERS also failed to keep accurate and complete payroll records showing the correct wages paid to Ms. Rodriguez (along with the times that our client and others took statutory breaks) and other aggrieved employees pursuant to California Labor Code sections 1174(d).

Alternatively, during the relevant time period, Ms. Rodriguez and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by FACILITY MASTERS. These costs include, but are not limited to, uniforms. Accordingly, FACILITY MASTERS was in violation of California Labor Code sections 2800 and 2802. Furthermore, to the extent that FACILITY MASTERS deducted money from Ms. Rodriguez and others for uniforms, it would be an unlawful deduction under Labor Code section 221.

Furthermore, FACILITY MASTERS violated the applicable Industrial Welfare Commission Wage Order (Wage Order 5, Section 13(b)) in that there was no proper suitable seating/break area for employees.

Ms. Rodriguez would also have individual claims against FACILITY MASTERS for violations of the Fair Employment and Housing Act (FEHA) as well as wrongful termination in violation of public policy. Ms. Rodriguez was terminated after complaining to FACILITY MASTERS as well as the building at which she worked that she was being sexually harassed by a co-worker. The harasser would make comments to Ms. Rodriguez stating, “don’t lift your arm like that or I’ll grab your boob” or “don’t put yourself in that position or I’ll spank you”. The harasser would also try to smell Ms. Rodriguez and did touch her leg when they were alone in the elevator together. As mentioned, Ms. Rodriguez complained about the sexual harassment to “Marble”, her supervisor. When nothing was done about the sexual harassment, Ms. Rodriguez then complained a second time to the building management company. Not coincidentally, after complaining about sexual



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harassment at the workplace, Ms. Rodriguez was terminated for alleged performance issues. Based on the foregoing, Ms. Rodriguez would have individual causes of action against FACILITY MASTERS for failure to prevent sexual harassment, retaliation in violation of FEHA, retaliation in violation of Labor Code Section 1102.5, wrongful termination in violation of public policy, negligent infliction of emotional distress, and intentional infliction of emotional distress, among other causes of action.

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

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our clients also intend to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3, 1197.1.

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 FACILITY MASTERS.

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

Very Truly Yours,

Harout Messrelian, Esq.

EXHIBIT 4

MESSRELIAN LAW INC.
Harout Messrelian, Esq. (SB# 272020)
hm@messrelianlaw.com
Maralle Messrelian, Esq., Of Counsel (SB#316974)
maralle@messrelianlaw.com
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorneys for Plaintiff,
IRIS RODRIGUEZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)

IRIS RODRIGUEZ,

Plaintiff,

vs.

FACILITY MASTERS, INC.; and
DOES 1 to 25, inclusive,

Defendants.

23CV423999
Case No.:
COMPLAINT FOR DAMAGES FOR:

**1) PRIVATE ATTORNEYS
GENERAL ACT (“PAGA”);**

COMES NOW, Plaintiff, IRIS RODRIGUEZ (hereafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Santa Clara in this judicial district because Defendants FACILITY MASTERS, INC. and DOES 1 to 25, inclusive (hereafter “FACILITY MASTERS” or “Defendants”) do business in the County of Santa Clara and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Santa Clara is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant FACILITY MASTERS, INC. is and was a California corporation, doing business in Santa Clara County, California, and which employed Plaintiff.

4. The “aggrieved employees” are all current and former non-exempt or hourly paid employees who worked for Defendants at any of their California locations during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

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

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

1 his/her codefendants.

2 **GENERAL ALLEGATIONS**

3 7. Plaintiff started working for FACILITY MASTERS in or around 2019 as a
4 janitor. Plaintiff's employment ended on or around November 3, 2022. During her tenure,
5 Plaintiff was classified as an hourly, non-exempt employee and her latest rate of pay was \$17 per
6 hour.

7 8. FACILITY MASTERS has committed numerous labor code violations against
8 Plaintiff and other similarly situated aggrieved employees, including all hourly, non-exempt
9 employees who worked for FACILITY MASTERS at any of their California locations.

10 9. FACILITY MASTERS did not provide Plaintiff and other similarly situated
11 aggrieved employees with the minimum wages to which they were entitled for all work performed
12 and as such did not compensate Plaintiff and others for all hours worked at the minimum wage
13 rate pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the
14 company had a policy of rounding down employee hours to the detriment of the employees, which
15 resulted in employees such as Plaintiff not being paid for all hours worked, including the
16 minimum wage. In addition, Plaintiff and others worked "off the clock" in that Plaintiff would
17 report to work early, however, Plaintiff would not be paid for those extra works wherein she
18 reported to work early. Management was unequivocally aware that Plaintiff was working "off the
19 clock". Moreover, and to the extent employees worked through their meal periods while "off the
20 clock" and were not compensated for that time, FACILITY MASTERS would have also violated
21 California's minimum wage laws.

22 10. Due to the above "off the clock" violations, including the time shaving/rounding,
23 FACILITY MASTERS also violated Labor Code §510 because it failed to pay Plaintiff and other
24 similarly situated aggrieved employees the correct amount of overtime, even though they worked
25 more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their
26 employment. Furthermore, FACILITY MASTERS did not include bonuses and other forms of
27 additional compensation, including incentive pay, in calculating the correct regular rate of pay for
28 purposes of then calculating the correct overtime rate of pay. Additionally, the incentive and

1 bonus payments were also not factored into Plaintiff's regular rate for purposes of receiving meal
2 and rest break premiums per the *Ferra v. Loews* case.

3 11. FACILITY MASTERS violated Labor Code §§ 512 and 226.7 and the applicable
4 Industrial Welfare Commission Wage Order (no. 5) because it failed to provide Plaintiff and other
5 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for
6 every five (5) hours of work (and before the fifth hour) throughout their employment, and Plaintiff
7 did not validly waive said meal periods. FACILITY MASTERS did not completely relieve
8 Plaintiffs of all duties during said meal periods. FACILITY MASTERS did not pay to Plaintiff
9 one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one
10 or more statutory meal periods was not provided. Like the rest breaks, receiving a timely, thirty-
11 minute uninterrupted meal break, before the 5th hour worked, was not part of the company culture
12 and was not enforced by FACILITY MASTERS. It was the normal practice and custom of
13 FACILITY MASTERS not to authorize, permit, and enforce timely statutory meal periods. There
14 were certainly times wherein Plaintiff would not get a meal break or it would be interrupted or
15 late because there would be occasions wherein there would be a party and Plaintiff would have to
16 be on standby for immediately cleaning. The parties took place every few days and so this was a
17 regular occurrence. To the extent that FACILITY MASTERS argues that employees receive meal
18 break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty
19 purposes since the PAGA penalties are for the violations themselves, irrespective of whether an
20 employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby*
21 *v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful
22 choice between providing either meal and rest breaks or an additional hour of pay." *See Kirby v.*
23 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
24 extra hour of pay does not excuse the violation; the employer has still committed a violation even
25 if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
26 2016 WL 1110302 at *4). As such, the work environment and culture at FACILITY MASTERS
27 was not conducive to receiving consistent, timely, statutory meal breaks under California law.
28 Moreover, any meal or rest break premiums paid were not compensated at the weighted average

1 regular rate, inclusive of bonuses and/or incentive payments.

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

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

19 14. During the relevant time period, FACILITY MASTERS also failed to keep
20 accurate and complete payroll records showing the correct wages paid to Plaintiff (along with the
21 times that Plaintiff and others took statutory breaks) and other aggrieved employees pursuant to
22 California Labor Code sections 1174(d).

23 15. Alternatively, during the relevant time period, Plaintiff and other aggrieved
24 employees incurred necessary, business-related expenses and costs that were not reimbursed by
25 FACILITY MASTERS. These costs include, but are not limited to, uniforms. Accordingly,
26 FACILITY MASTERS was in violation of California Labor Code sections 2800 and 2802.
27 Furthermore, to the extent that FACILITY MASTERS deducted money from Plaintiff and others
28 for uniforms, it would be an unlawful deduction under Labor Code section 221.

1 16. Furthermore, FACILITY MASTERS violated the applicable Industrial Welfare
2 Commission Wage Order (Wage Order 5, Section 13(b)) in that there was no proper suitable
3 seating/break area for employees.

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

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **Representative Claim for PAGA penalties under California Labor Code sections 201, 202,**
7 **203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194,**
8 **1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, and the applicable Industrial Welfare**
9 **Commission Wage Order No. 5-2001**

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

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

13 18. Pursuant to law, on December 1, 2022, Plaintiff provided the required written
14 notice to the California Labor & Workforce Development Agency (LWDA) and Defendants of
15 the specific violations of the California Labor Code that Defendants and DOE defendants have
16 violated and continue to violate.

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

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

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

 22. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the
alleged violator and had one or more of the alleged violations committed against her, and therefore

1 is properly suited to represent the interests of all current and former non-exempt or hourly paid
2 employees who worked for Defendants at any of their California locations during the relevant
3 time period.

4 23. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
5 penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations
6 of numerous provisions of the California Labor Code as alleged in this Complaint.

7 24. Plaintiff therefore has exhausted all administrative remedies required of her under
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
9 of action and pursue penalties in a representative action for Defendants' violations of the Labor
10 Code.

11 25. California Labor Code section 2699 et seq. imposes penalties upon culpable
12 Defendants for violating the Labor Code.

13 26. California Labor Code section 558 establishes a civil penalty as follows: Any
14 employer or other person action on behalf of an employer who violates, or causes to be violated,
15 a section of this chapter or any provision regulating hours and days of work in any order of the
16 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage
17 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each
18 underpaid employee for each pay period for which the employee was underpaid ...; (2) for each
19 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
20 period for which the employee was underpaid ...;

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

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

26 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 221,
27 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
28 2800, and 2802 via 2698 and 2699, and any other Labor Codes and Wage Order no. 5

1 violated on the facts alleged in this Complaint.

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

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

- 8 1. For the imposition of civil penalties;
- 9 2. For maximum civil penalties available under Labor Code Section 2699 against
10 Defendants in a manner and amount authorized by that statute, as described more
11 particularly in the Complaint and representative PAGA claims;
- 12 3. For all costs and disbursements incurred in this suit;
- 13 4. Reasonable attorney's fees where available by law, including but not limited to,
14 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section
15 1021.5, and/or other applicable laws; and
- 16 5. For such other and further relief as this Court may deem proper.

17
18 Respectfully submitted,

19 **MESSRELIAN LAW INC.**

20 Dated: October 9, 2023

21 By Maralle Messrelia
22 Harbut Messrelian, Esq.
23 Maralle Messrelian, Esq., Of Counsel
24 Attorneys for Plaintiff, IRIS RODRIGUEZ
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Harout Messrelian, Esq. (272020); Maralle Messrelian, Esq. (SBN 316974)
Messrelian Law Inc., 500 N. Central Ave., Suite 840, Glendale, CA 91203

TELEPHONE NO.: 818-484-6531

FAX NO. (Optional): 818-956-1983

E-MAIL ADDRESS: hm@messrelianlaw.com, maralle@messrelianlaw.com

ATTORNEY FOR (Name): Plaintiff, Iris Rodriguez

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

STREET ADDRESS: 191 N. First Street

MAILING ADDRESS: 191 N. First Street

CITY AND ZIP CODE: San Jose, CA 95113

BRANCH NAME: Downtown Superior Court

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 10/9/2023 4:11 PM
Reviewed By: B. Roman-Antunez
Case #23CV423999
Envelope: 13248471**

CASE NAME:

Iris Rodriguez v. Facility Masters, Inc.

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 23CV423999

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:**Auto Tort**

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.403)**

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☒ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): One (1)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 10/9/2023

Maralle Messrelian, Esq.

(TYPE OR PRINT NAME)



Maralle Messrelian

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

EXHIBIT 5

IRIS RODRIGUEZ v. FACILITY MASTERS INC. - ATTORNEY WORK HOURS						
DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
11/4/2022	Harout Messrelian	review intake	0.2	\$600.00	(12th year)	\$ 120.00
11/7/2022	Harout Messrelian	read maralle email to legal assistant regarding further intake questions	0.1	\$600.00	(12th year)	\$ 60.00
11/7/2022	Harout Messrelian	review maralle email re company research	0.2	\$600.00	(12th year)	\$ 120.00
11/7/2022	Harout Messrelian	review client's responses to further intake	0.2	\$600.00	(12th year)	\$ 120.00
11/8/2022	Harout Messrelian	emails w legal assistants re client paystubs; review paystubs	0.2	\$600.00	(12th year)	\$ 120.00
11/8/2022	Harout Messrelian	read maralle email to team about signing up the client	0.1	\$600.00	(12th year)	\$ 60.00
11/8/2022	Harout Messrelian	read emails bw maralle and legal assistant	0.1	\$600.00	(12th year)	\$ 60.00
11/8/2022	Harout Messrelian	read email from maralle and legal assistant	0.1	\$600.00	(12th year)	\$ 60.00
11/8/2022	Harout Messrelian	email team re retainer	0.1	\$600.00	(12th year)	\$ 60.00
11/8/2022	Harout Messrelian	email assistant re obtaining signature re: retainer	0.1	\$600.00	(12th year)	\$ 60.00
11/10/2022	Harout Messrelian	read emails w legal assistant re retainer signature	0.1	\$600.00	(12th year)	\$ 60.00
11/11/2022	Harout Messrelian	read emails from team re retainer signature	0.2	\$600.00	(12th year)	\$ 120.00
11/11/2022	Harout Messrelian	email team re signature and adobe	0.1	\$600.00	(12th year)	\$ 60.00
11/11/2022	Harout Messrelian	further emails w/team re adobe/retainer signature	0.2	\$600.00	(12th year)	\$ 120.00
11/13/2022	Harout Messrelian	read email from maralle about client folder set up; initial research	0.1	\$600.00	(12th year)	\$ 60.00
12/1/2022	Harout Messrelian	draft PAGA notice; file with LWDA and send out for mailing	1.0	\$600.00	(12th year)	\$ 600.00
12/22/2022	Harout Messrelian	review email from OC re: representation/request for extension to produce personnel and payroll records	0.1	\$600.00	(12th year)	\$ 60.00
12/22/2023	Harout Messrelian	reply to email granting extension; inquire about informal exchange of documents	0.1	\$600.00	(12th year)	\$ 60.00
12/23/2022	Harout Messrelian	read email from OC re pre-litigation exchange of info	0.1	\$600.00	(12th year)	\$ 60.00
1/11/2023	Harout Messrelian	read email from OC re record production	0.1	\$650.00	(13th year)	\$ 65.00
1/16/2023	Harout Messrelian	read email exchange bw maralle and OC re setting up call	0.1	\$650.00	(13th year)	\$ 65.00
2/1/2023	Harout Messrelian	read follow up email from maralle to OC re setting up a call	0.1	\$650.00	(13th year)	\$ 65.00
2/1/2023	Harout Messrelian	read email exchange with legal assistant re updating client	0.1	\$650.00	(13th year)	\$ 65.00
2/2/2023	Harout Messrelian	read email exchange with OC re scheduling call	0.1	\$650.00	(13th year)	\$ 65.00
2/5/2023	Harout Messrelian	review maralle draft mediation discovery & information requests	0.2	\$650.00	(13th year)	\$ 130.00
2/7/2023	Harout Messrelian	read email from OC re information requests	0.1	\$650.00	(13th year)	\$ 65.00
2/22/2023	Harout Messrelian	read email from OC re next steps/potential for early mediation	0.1	\$650.00	(13th year)	\$ 65.00
3/10/2023	Harout Messrelian	read maralle follow up email to OC re mediation	0.1	\$650.00	(13th year)	\$ 65.00
3/16/2023	Harout Messrelian	read email from OC re mediation	0.1	\$650.00	(13th year)	\$ 65.00
3/16/2023	Harout Messrelian	read email exchange with OC re mediator names	0.1	\$650.00	(13th year)	\$ 65.00
3/21/2023	Harout Messrelian	read email from legal assistant re client update	0.1	\$650.00	(13th year)	\$ 65.00
3/21/2023	Harout Messrelian	emailed legal assistant re client update	0.1	\$650.00	(13th year)	\$ 65.00
3/22/2023	Harout Messrelian	read follow up email to OC re mediator selection	0.1	\$650.00	(13th year)	\$ 65.00
3/23/2023	Harout Messrelian	read email from OC re mediators	0.1	\$650.00	(13th year)	\$ 65.00
4/3/2023	Harout Messrelian	read email from legal assistant re client W-2; respond to email	0.1	\$650.00	(13th year)	\$ 65.00
4/3/2023	Harout Messrelian	read email from OC re mediators	0.1	\$650.00	(13th year)	\$ 65.00
4/7/2023	Harout Messrelian	read maralle follow up email to OC re mediation/selecting a mediator	0.1	\$650.00	(13th year)	\$ 65.00
4/7/2023	Harout Messrelian	read email from OC re mediator selection	0.1	\$650.00	(13th year)	\$ 65.00
4/7/2023	Harout Messrelian	read email from legal assistant re client W2s	0.1	\$650.00	(13th year)	\$ 65.00
4/13/2023	Harout Messrelian	read email from OC re scheduling mediation with JJ Johnson	0.1	\$650.00	(13th year)	\$ 65.00
4/13/2023	Harout Messrelian	read emails between legal assistant and JJ Johnston case manager re scheduling mediation	0.1	\$650.00	(13th year)	\$ 65.00
4/13/2023	Harout Messrelian	emails with team re: mediation scheduling	0.1	\$650.00	(13th year)	\$ 65.00
4/13/2023	Harout Messrelian	read emails w/ legal assistant re client call	0.1	\$650.00	(13th year)	\$ 65.00
4/14/2023	Harout Messrelian	read email from OC to mediator case manager re Def. availability	0.1	\$650.00	(13th year)	\$ 65.00
5/1/2023	Harout Messrelian	read email OC re availability and scheduling mediation	0.1	\$650.00	(13th year)	\$ 65.00
5/1/2023	Harout Messrelian	read email from legal assistant to OC re plaintiff availability	0.1	\$650.00	(13th year)	\$ 65.00
5/2/2023	Harout Messrelian	read email w OC re scheduling mediation	0.1	\$650.00	(13th year)	\$ 65.00
5/2/2023	Harout Messrelian	emails w legal assistant and maralle regarding mediation date proposed by OC	0.1	\$650.00	(13th year)	\$ 65.00
5/2/2023	Harout Messrelian	read emails b/w legal assistant & mediator case manager re scheduling mediation	0.1	\$650.00	(13th year)	\$ 65.00
7/6/2024	Harout Messrelian	read email to OC re status of Informal Discovery Requests for Mediation	0.1	\$650.00	(13th year)	\$ 65.00
7/10/2023	Harout Messrelian	read email from OC re status of records production	0.1	\$650.00	(13th year)	\$ 65.00
7/17/2023	Harout Messrelian	read follow up email to OC re records production	0.1	\$650.00	(13th year)	\$ 65.00
7/17/2023	Harout Messrelian	read email from OC re list of employee IDs	0.1	\$650.00	(13th year)	\$ 65.00
7/19/2023	Harout Messrelian	read maralle email to OC re random sample	0.1	\$650.00	(13th year)	\$ 65.00
8/7/2023	Harout Messrelian	read email to OC re status of time and pay records for sample group	0.1	\$650.00	(13th year)	\$ 65.00
8/10/2023	Harout Messrelian	read email from OC re sample records	0.1	\$650.00	(13th year)	\$ 65.00
8/10/2023	Harout Messrelian	read maralle email to data analyst	0.1	\$650.00	(13th year)	\$ 65.00
8/10/2023	Harout Messrelian	read email from data analyst	0.1	\$650.00	(13th year)	\$ 65.00
8/17/2023	Harout Messrelian	read follow up email to OC re additional information needed	0.1	\$650.00	(13th year)	\$ 65.00
8/18/2023	Harout Messrelian	read email from OC re pay period information	0.1	\$650.00	(13th year)	\$ 65.00
8/18/2023	Harout Messrelian	read email to data analyst re status of analysis	0.1	\$650.00	(13th year)	\$ 65.00
8/21/2023	Harout Messrelian	read email from data analyst	0.1	\$650.00	(13th year)	\$ 65.00
8/22/2023	Harout Messrelian	read emails w/OC re further information	0.1	\$650.00	(13th year)	\$ 65.00
8/22/2023	Harout Messrelian	meeting with maralle re exposure calculations/mediation	0.8	\$650.00	(13th year)	\$ 520.00
8/22/2023	Harout Messrelian	read email to mediator re invoice	0.1	\$650.00	(13th year)	\$ 65.00
8/22/2023	Harout Messrelian	mediation prep; review mediation statement & exposure calculations	1	\$650.00	(13th year)	\$ 650.00

IRIS RODRIGUEZ v. FACILITY MASTERS INC. - ATTORNEY WORK HOURS						
DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
8/23/2023	Harout Messrelian	read maralle email to mediator regarding responses to follow up questions	0.2	\$650.00	(13th year)	\$ 130.00
8/23/2023	Harout Messrelian	email exchange with maralle re mediation	0.2	\$650.00	(13th year)	\$ 130.00
8/23/2023	Harout Messrelian	email legal assistant re info from client needed	0.1	\$650.00	(13th year)	\$ 65.00
8/24/2023	Harout Messrelian	participate in full day mediation w/JJ Johnston, Esq.	7.0	\$650.00	(13th year)	\$ 4,550.00
8/24/2023	Harout Messrelian	review OC draft MOU; redline and send OC redlines to MOU	0.3	\$650.00	(13th year)	\$ 195.00
9/4/2023	Harout Messrelian	read email to OC re status of long form settlement agreements	0.1	\$650.00	(13th year)	\$ 65.00
9/6/2023	Harout Messrelian	read email from OC re status of settlement agreements	0.1	\$650.00	(13th year)	\$ 65.00
9/11/2023	Harout Messrelian	read email from OC re settlement agreements; download & save	0.1	\$650.00	(13th year)	\$ 65.00
9/11/2023	Harout Messrelian	read email to TPAs regarding obtaining bids for settlement administration	0.2	\$650.00	(13th year)	\$ 130.00
9/12/2023	Harout Messrelian	read email to OC re TPA bids	0.1	\$650.00	(13th year)	\$ 65.00
9/13/2023	Harout Messrelian	read email from OC re TPA	0.1	\$650.00	(13th year)	\$ 65.00
9/24/2023	Harout Messrelian	review maralle redlines to settlement	0.3	\$650.00	(13th year)	\$ 195.00
9/25/2023	Harout Messrelian	emails w maralle re settlement agreement redlines	0.2	\$650.00	(13th year)	\$ 130.00
9/29/2023	Harout Messrelian	email maralle regarding status of settlement agreement and lawsuit drafting	0.1	\$650.00	(13th year)	\$ 65.00
9/29/2023	Harout Messrelian	read email to w legal assistant re client call/update	0.2	\$650.00	(13th year)	\$ 130.00
10/3/2023	Harout Messrelian	read email to OC redlines to settlement agreements	0.2	\$650.00	(13th year)	\$ 130.00
10/8/2023	Harout Messrelian	review draft lawsuit	0.3	\$650.00	(13th year)	\$ 195.00
10/9/2023	Harout Messrelian	email exchange with maralle re corrections to complaint	0.2	\$650.00	(13th year)	\$ 130.00
10/9/2023	Harout Messrelian	read maralle email to atty service regarding filing the complaint	0.1	\$650.00	(13th year)	\$ 65.00
10/12/2023	Harout Messrelian	read email to atty service re conformed copy of complaint	0.1	\$650.00	(13th year)	\$ 65.00
10/12/2023	Harout Messrelian	read email from OC re settlement agreements	0.2	\$650.00	(13th year)	\$ 130.00
10/12/2023	Harout Messrelian	read email to OC re authorization to accept complaint via NAR	0.1	\$650.00	(13th year)	\$ 65.00
10/16/2023	Harout Messrelian	read email from OC re settlement/complaint/next steps	0.1	\$650.00	(13th year)	\$ 65.00
10/16/2023	Harout Messrelian	read email to with legal assistant re client questions	0.1	\$650.00	(13th year)	\$ 65.00
10/17/2023	Harout Messrelian	review court order deeming case complex	0.1	\$650.00	(13th year)	\$ 65.00
10/17/2023	Harout Messrelian	read email to OC regarding finalizing/circulating settlements for signatures	0.1	\$650.00	(13th year)	\$ 65.00
10/17/2023	Harout Messrelian	read email to legal assistant re: client signature re settlement agreement	0.1	\$650.00	(13th year)	\$ 65.00
10/17/2023	Harout Messrelian	read email exchange with OC regarding next steps and approval	0.1	\$650.00	(13th year)	\$ 65.00
10/18/2023	Harout Messrelian	read email to legal assistant re follow up re client signature	0.1	\$650.00	(13th year)	\$ 65.00
10/19/2023	Harout Messrelian	read email to legal assistant re follow up again re client signature	0.1	\$650.00	(13th year)	\$ 65.00
10/19/2023	Harout Messrelian	read email from legal assistant re client questions; reply email	0.2	\$650.00	(13th year)	\$ 130.00
10/21/2023	Harout Messrelian	read email to OC regarding signed settlement agreements	0.1	\$650.00	(13th year)	\$ 65.00
10/23/2023	Harout Messrelian	read email from OC re fully executed settlement agreements; download & save to file;	0.1	\$650.00	(13th year)	\$ 65.00
10/23/2023	Harout Messrelian	read email to OC re eraching out to clerk re motion hearing date	0.1	\$650.00	(13th year)	\$ 65.00
10/24/2023	Harout Messrelian	read email exchange with OC regarding settlement clarifications	0.1	\$650.00	(13th year)	\$ 65.00
10/24/2023	Harout Messrelian	read email from maralle re settlement agreement	0.1	\$650.00	(13th year)	\$ 65.00
10/25/2023	Harout Messrelian	read email to Santa Clara complex court clerk	0.1	\$650.00	(13th year)	\$ 65.00
10/25/2023	Harout Messrelian	read email from clerk regarding available dates	0.1	\$650.00	(13th year)	\$ 65.00
10/31/2023	Harout Messrelian	read email from OC re mx hearing date	0.1	\$650.00	(13th year)	\$ 65.00
10/31/2023	Harout Messrelian	read email to OC re mx hearing dates	0.1	\$650.00	(13th year)	\$ 65.00
11/3/2023	Harout Messrelian	read email to court clerk re: reserving mx paga approval hearing date	0.1	\$650.00	(13th year)	\$ 65.00
1/26/2024	Harout Messrelian	read email to court clerk re mx approval papers	0.1	\$700.00	(14th year)	\$ 70.00
2/13/2024	Harout Messrelian	read Maralle email to ILYM re settlement admin/adequacy decl	0.1	\$700.00	(14th year)	\$ 70.00
2/17/2024	Harout Messrelian	review PAGA notice; read email from maralle to OC	0.2	\$700.00	(14th year)	\$ 140.00
2/18/2024	Harout Messrelian	review PAGA motion papers emailed by maralle	1.0	\$700.00	(14th year)	\$ 700.00
TOTAL HOURS:			23.7			\$ 15,305.00

IRIS RODRIGUEZ v. FACILITY MASTERS, INC.

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
11/4/2022	Maralle Messrelian	review intake	0.3	\$400.00	5th year	\$ 120.00
11/7/2022	Maralle Messrelian	draft follow up questions; email legal assistant re further intake	0.3	\$400.00	5th year	\$ 120.00
11/7/2022	Maralle Messrelian	review paystub, research company, research past lawsuits; email HM SOS entity info	0.5	\$400.00	5th year	\$ 200.00
11/7/2022	Maralle Messrelian	review responses to further intake	0.2	\$400.00	5th year	\$ 80.00
11/8/2022	Maralle Messrelian	email team re next steps/sending retainer	0.1	\$400.00	5th year	\$ 40.00
11/8/2022	Maralle Messrelian	read email from legal assistant	0.2	\$400.00	5th year	\$ 80.00
11/8/2022	Maralle Messrelian	email legal assistant re client folder	0.1	\$400.00	5th year	\$ 40.00
11/8/2022	Maralle Messrelian	read email re retainer	0.1	\$400.00	5th year	\$ 40.00
11/8/2022	Maralle Messrelian	email assistant re obtaining signature re: retainer	0.1	\$400.00	5th year	\$ 40.00
11/10/2022	Maralle Messrelian	follow up emails w legal assistant re retainer signature	0.2	\$400.00	5th year	\$ 80.00
11/11/2022	Maralle Messrelian	emails w/ legal assistant re retainer signature	0.2	\$400.00	5th year	\$ 80.00
11/11/2022	Maralle Messrelian	email from HM re adobe	0.1	\$400.00	5th year	\$ 40.00
11/11/2022	Maralle Messrelian	further emails w/team re adobe/retainer signature	0.2	\$400.00	5th year	\$ 80.00
11/13/2022	Maralle Messrelian	emailed HM re client folder set up; initial research	0.1	\$400.00	5th year	\$ 40.00
12/1/2022	Maralle Messrelian	review HM draft PGA notice	0.1	\$400.00	5th year	\$ 40.00
12/22/2022	Maralle Messrelian	review email from OC to HM re representation/extension request for production of records	0.1	\$400.00	5th year	\$ 40.00
12/22/2023	Maralle Messrelian	read email from HM to OC re extension/informal exchange of documents	0.1	\$400.00	5th year	\$ 40.00
12/23/2022	Maralle Messrelian	read email from OC re pre-litigation exchange of info	0.1	\$400.00	5th year	\$ 40.00
1/11/2023	Maralle Messrelian	read email from OC re record production	0.1	\$400.00	6th year	\$ 40.00
1/11/2023	Maralle Messrelian	review OC document production	0.5	\$400.00	6th year	\$ 200.00
1/16/2023	Maralle Messrelian	email OC re setting up a call	0.1	\$400.00	6th year	\$ 40.00
2/1/2023	Maralle Messrelian	follow up email to OC re setting up a call	0.1	\$400.00	6th year	\$ 40.00
2/1/2023	Maralle Messrelian	email legal assistant re updating client	0.1	\$400.00	6th year	\$ 40.00
2/2/2023	Maralle Messrelian	emails with OC re scheduling call	0.1	\$400.00	6th year	\$ 40.00
2/3/2023	Maralle Messrelian	call with OC re next steps/early mediation	0.4	\$400.00	6th year	\$ 160.00
2/5/2023	Maralle Messrelian	draft mediation discovery & information requests & email to OC	0.5	\$400.00	6th year	\$ 200.00
2/7/2023	Maralle Messrelian	read email from OC re information requests; reply to OC	0.1	\$400.00	6th year	\$ 40.00
2/22/2023	Maralle Messrelian	read email from OC re next steps/potential for early mediation	0.1	\$400.00	6th year	\$ 40.00
3/10/2023	Maralle Messrelian	follow up email to OC re mediation	0.1	\$400.00	6th year	\$ 40.00
3/16/2023	Maralle Messrelian	read email from OC re mediation	0.1	\$400.00	6th year	\$ 40.00
3/16/2023	Maralle Messrelian	email OC re mediator names	0.1	\$400.00	6th year	\$ 40.00
3/21/2023	Maralle Messrelian	read email from legal assistant re client update	0.1	\$400.00	6th year	\$ 40.00
3/21/2023	Maralle Messrelian	read email from HM to legal assistant re client update	0.1	\$400.00	6th year	\$ 40.00
3/22/2023	Maralle Messrelian	Follow up email to OC re mediator selection	0.1	\$400.00	6th year	\$ 40.00
3/23/2023	Maralle Messrelian	read email from OC re mediators	0.1	\$400.00	6th year	\$ 40.00
4/3/2023	Maralle Messrelian	read email from legal assistant re client W-2; respond to email	0.1	\$400.00	6th year	\$ 40.00
4/3/2023	Maralle Messrelian	read email from OC re mediators	0.1	\$400.00	6th year	\$ 40.00
4/7/2023	Maralle Messrelian	follow up email to OC re mediation/selecting a mediator	0.1	\$400.00	6th year	\$ 40.00
4/7/2023	Maralle Messrelian	read email from OC re mediator selection	0.1	\$400.00	6th year	\$ 40.00
4/7/2023	Maralle Messrelian	email legal assistant re client W2s	0.1	\$400.00	6th year	\$ 40.00
4/13/2023	Maralle Messrelian	read email from OC re scheduling mediation with JJ Johnson	0.1	\$400.00	6th year	\$ 40.00
4/13/2023	Maralle Messrelian	read emails between legal assistant and JJ Johnston case manager re scheduling mediation	0.1	\$400.00	6th year	\$ 40.00
4/13/2023	Maralle Messrelian	emails between legal assistant, HM, and me re: mediation scheduling	0.1	\$400.00	6th year	\$ 40.00
4/13/2023	Maralle Messrelian	emails w/ legal assistant re client call	0.2	\$400.00	6th year	\$ 80.00
4/14/2023	Maralle Messrelian	read email from OC to mediator case manager re Def. availability	0.1	\$400.00	6th year	\$ 40.00
5/1/2023	Maralle Messrelian	email OC re availability and scheduling mediation	0.1	\$400.00	6th year	\$ 40.00
5/1/2023	Maralle Messrelian	read email from legal assistant to OC re plaintiff availability	0.1	\$400.00	6th year	\$ 40.00
5/2/2023	Maralle Messrelian	email w OC re scheduling mediation	0.1	\$400.00	6th year	\$ 40.00
5/2/2023	Maralle Messrelian	emails w HM and legal assistant re mediation date proposed by OC	0.1	\$400.00	6th year	\$ 40.00
5/2/2023	Maralle Messrelian	read emails b/w legal assistant & mediator case manager re scheduling mediation	0.1	\$400.00	6th year	\$ 40.00
7/6/2024	Maralle Messrelian	email OC re status of Informal Discovery Requests for Mediation	0.1	\$400.00	6th year	\$ 40.00
7/10/2023	Maralle Messrelian	read email from OC re status of records production	0.1	\$400.00	6th year	\$ 40.00
7/17/2023	Maralle Messrelian	follow up email to OC re records production	0.1	\$400.00	6th year	\$ 40.00
7/17/2023	Maralle Messrelian	read email from OC re list of employee IDs	0.1	\$400.00	6th year	\$ 40.00
7/19/2023	Maralle Messrelian	organize sample EE IDs' pick random sample using excel random # generator & email list to OC	0.5	\$400.00	6th year	\$ 200.00
8/7/2023	Maralle Messrelian	email OC re status of time and pay records for sample group	0.1	\$400.00	6th year	\$ 40.00
8/10/2023	Maralle Messrelian	read email from OC re sample records; download & save records; email OC re add'l info needed	0.2	\$400.00	6th year	\$ 80.00
8/10/2023	Maralle Messrelian	email data analyst re assignment and send him the records	0.2	\$400.00	6th year	\$ 80.00
8/10/2023	Maralle Messrelian	read email from data analyst	0.1	\$400.00	6th year	\$ 40.00
8/17/2023	Maralle Messrelian	follow up email to OC re additional information needed	0.1	\$400.00	6th year	\$ 40.00
8/18/2023	Maralle Messrelian	read email from OC re pay period information	0.1	\$400.00	6th year	\$ 40.00
8/18/2023	Maralle Messrelian	email data analyst re status of analysis	0.1	\$400.00	6th year	\$ 40.00
8/21/2023	Maralle Messrelian	read email from data analyst; review analysis	0.4	\$400.00		\$ 160.00
8/22/2023	Maralle Messrelian	emails w/OC re: policies; download ER handbook & review	0.3	\$400.00	6th year	\$ 120.00
8/22/2023	Maralle Messrelian	meeting with HM re exposure calculations/mediation	0.8	\$400.00	6th year	\$ 320.00
8/22/2023	Maralle Messrelian	mediation prep [review policies, data analysis, prepare PGA exposure spreadsheet; prepare mediation statement & email to mediator	3.0	\$400.00	6th year	\$ 1,200.00
8/22/2023	Maralle Messrelian	email data analyst re invoice	0.1	\$400.00	6th year	\$ 40.00
8/23/2023	Maralle Messrelian	email mediator responses re follow up questions	0.2	\$400.00	6th year	\$ 80.00
8/23/2023	Maralle Messrelian	emails w HM re mediation	0.2	\$400.00	6th year	\$ 80.00
8/23/2023	Maralle Messrelian	read emails bw HM & legal assistant re info from client needed	0.2	\$400.00		\$ 80.00
8/24/2023	Maralle Messrelian	participate in full day mediation w/JJ Johnston, Esq.	7.0	\$400.00	6th year	\$ 2,800.00
8/24/2023	Maralle Messrelian	review MOU drafted by OC; review HM redlines; read emails from OC and HM re signature status	0.3	\$400.00	6th year	\$ 120.00

IRIS RODRIGUEZ v. FACILITY MASTERS, INC.

DATE:	ATTORNEY:	DESCRIPTION:	HOURS:	HOURLY RATE:	ATTORNEY YEARS:	COST OF TIME:
9/4/2023	Maralle Messrelian	email OC re status of long form settlement agreements	0.1	\$400.00	6th year	\$ 40.00
9/6/2023	Maralle Messrelian	read email from OC re status of settlement agreements	0.1	\$400.00	6th year	\$ 40.00
9/11/2023	Maralle Messrelian	read email from OC re settlement agreements; download & save	0.1	\$400.00	6th year	\$ 40.00
9/11/2023	Maralle Messrelian	email TPAs re bids for settlement administration	0.2	\$400.00	6th year	\$ 80.00
9/12/2023	Maralle Messrelian	email OC re TPA bids	0.1	\$400.00	6th year	\$ 40.00
9/13/2023	Maralle Messrelian	read email from OC re TPA	0.1	\$400.00	6th year	\$ 40.00
9/24/2023	Maralle Messrelian	review & redline settlement agreements; email HM re redlines and questions	1	\$400.00	6th year	\$ 400.00
9/25/2023	Maralle Messrelian	emails w HM re settlement agreement redlines	0.2	\$400.00	6th year	\$ 80.00
9/29/2023	Maralle Messrelian	emails w HM re status of settlement agreements	0.1	\$400.00	6th year	\$ 40.00
9/29/2023	Maralle Messrelian	emails w legal assistant re client call/update	0.2	\$400.00	6th year	\$ 80.00
10/3/2023	Maralle Messrelian	finalize redlines; email OC redlines to settlement agreements	0.2	\$400.00	6th year	\$ 80.00
10/8/2023	Maralle Messrelian	draft lawsuit; send to HM for review	2.2	\$400.00	6th year	\$ 880.00
10/9/2023	Maralle Messrelian	emails w HM re corrections to complaint	0.2	\$400.00	6th year	\$ 80.00
10/9/2023	Maralle Messrelian	finalize complaint and send to atty service for filing	0.3	\$400.00	6th year	\$ 120.00
10/12/2023	Maralle Messrelian	email atty service re conformed copy of complaint	0.1	\$400.00	6th year	\$ 40.00
10/12/2023	Maralle Messrelian	read email from OC re settlement agreements	0.2	\$400.00	6th year	\$ 80.00
10/12/2023	Maralle Messrelian	email OC re authorization to accept complaint via NAR	0.1	\$400.00	6th year	\$ 40.00
10/16/2023	Maralle Messrelian	read email from OC re settlement/complaint/next steps	0.1	\$400.00	6th year	\$ 40.00
10/16/2023	Maralle Messrelian	emails with legal assistant re client questions	0.1	\$400.00	6th year	\$ 40.00
10/17/2023	Maralle Messrelian	review order from court deeming case complex & staying responsive pleading deadline	0.1	\$400.00	6th year	\$ 40.00
10/17/2023	Maralle Messrelian	email OC re circulating settlements for sigs and order from Court	0.1	\$400.00	6th year	\$ 40.00
10/17/2023	Maralle Messrelian	email legal assistant re: client signature re settlement agreement	0.1	\$400.00	6th year	\$ 40.00
10/17/2023	Maralle Messrelian	emails w OC re finalizing settlement agreement +next steps re paga approval hearing	0.1	\$400.00	6th year	\$ 40.00
10/18/2023	Maralle Messrelian	email legal assistant re follow up re client signature	0.1	\$400.00	6th year	\$ 40.00
10/19/2023	Maralle Messrelian	email legal assistant re follow up again re client signature	0.1	\$400.00	6th year	\$ 40.00
10/19/2023	Maralle Messrelian	read email from legal assistant re client questions; reply email	0.2	\$400.00	6th year	\$ 80.00
10/21/2023	Maralle Messrelian	email OC signed settlement agreements	0.1	\$400.00	6th year	\$ 40.00
10/23/2023	Maralle Messrelian	read email from OC re fully executed settlement agreements; download & save to file;	0.1	\$400.00	6th year	\$ 40.00
10/23/2023	Maralle Messrelian	email OC re eraching out to clerk re motion hearing date	0.1	\$400.00	6th year	\$ 40.00
10/24/2023	Maralle Messrelian	emails w OC re clarification re settlement	0.1	\$400.00	6th year	\$ 40.00
10/24/2023	Maralle Messrelian	email HM re settlement agreement	0.1	\$400.00	6th year	\$ 40.00
10/25/2023	Maralle Messrelian	email Santa Clara complex court clerk re reserving mx approval hearing date	0.1	\$400.00	6th year	\$ 40.00
10/25/2023	Maralle Messrelian	review clerk response re available dates & reply to email	0.1	\$400.00	6th year	\$ 40.00
10/31/2023	Maralle Messrelian	read email from OC re mx hearing date	0.1	\$400.00	6th year	\$ 40.00
10/31/2023	Maralle Messrelian	email OC re mx hearing dates	0.1	\$400.00	6th year	\$ 40.00
11/3/2023	Maralle Messrelian	email court clerk re: reserving mx paga approval hearing date	0.1	\$400.00	6th year	\$ 40.00
1/26/2024	Maralle Messrelian	read and reply to court clerk re mx approval papers	0.1	\$500.00	7th year	\$ 50.00
2/13/2024	Maralle Messrelian	email ILYM re settlement admin/adequacy decl	0.1	\$500.00	7th year	\$ 50.00
2/13/2024	Maralle Messrelian	read ILYM adequacy declaration and email case manager to finalize	0.2	\$500.00	7th year	\$ 100.00
2/14/2024	Maralle Messrelian	email legal assistant re client signature re declaration	0.1	\$500.00	7th year	\$ 50.00
2/15/2024	Maralle Messrelian	work on PAGA Motion papers	2.0	\$500.00	7th year	\$ 1,000.00
2/17/2024	Maralle Messrelian	draft PAGA Notice and send to OC for approval	0.5	\$500.00	7th year	\$ 250.00
2/17/2024	Maralle Messrelian	work on PAGA Motion papers	3.5	\$500.00	7th year	\$ 1,750.00
2/18/2024	Maralle Messrelian	finalize PAGA Motion papers and email to HM for review	2.5	\$500.00	7th year	\$ 1,250.00
2/18/2024	Maralle Messrelian	Gather and compile total costs + exhibits for PAGA Motion	1.3	\$500.00	7th year	\$ 650.00
2/20/2024	Maralle Messrelian	submit PAGA motion to LWDA; save confirmation email; create new exhibit	0.4	\$500.00	7th year	\$ 200.00
2/20/2024	Maralle Messrelian	pdf, sign, finalize PAGA motion and submit for filing	0.3	\$500.00	7th year	\$ 150.00
2/20/2024	Maralle Messrelian	email copies of motion papers to OC	0.1	\$500.00	7th year	\$ 50.00
TOTAL HOURS:			40.40			\$ 17,270.00

Total Hours: Maralle Messrelian	40.40	\$	17,270.00
Total Hours: Harout Messrelian	23.70	\$	15,305.00
TOTAL TIME SPENT:	64.10	FEE TOTAL:	\$32,575.00

FEES REQUESTED	\$77,000
MULTIPLIER	2.364

EXHIBIT 6

Iris Rodriguez v. Facility Masters, Inc.

(Superior Court of California, Santa Clara, Case No. 23CV423999)

Messrelian Law Inc. Costs and Expenses	Total
LWDA Notice Filing Fee	\$ 75.00
Complaint Filing	\$ 1,499.71
Atty Service Fees	\$ 40.00
Mediator Fees	\$ 6,750.00
Data Analyst for Mediation	\$ 800.00
PAGA Motion filling fee (estimated)	\$ 75.00
Decl re Compliance (post approval) atty service fees (estimated)	\$ 45.00
Request for dismissal atty service fees (estimated)	\$ 45.00
Current and Estimated Costs through 02/19/2024	\$ 9,329.71

EXHIBIT 7

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Elris Rodriguez/Facility Masters PAGA Distribution

Tuesday, September 12, 2023

Requesting Attorneys Name:

Maralle, Esq.

E-Mail:

maralle@messrelianlaw.com

ILYM Contact:

Michael Sutherland

E-Mail:

msutherland@ilymgroup.com

Contact Number:

321.223.5067

Assumptions: PAGA Settlement

ASSUMPTIONS	
Total Number of Aggrieved Employees	219
Toll-Free Telephone Support	Yes
Certified Spanish Translation	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	2	\$300.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Spanish Translation and Mailing	Flat Fee	\$100.00	1	\$100.00
Toll-Free Call Support	Flat Rate	\$50.00	1	\$50.00
NCOA	Flat Rate	\$25.00	1	\$25.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$715.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Fulfillment of Notice & Check - (including 1099)	Per Check	\$2.00	219	\$438.00
USPS First Class 1oz Postage	Per Piece	\$0.60	219	\$131.40
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	22	\$43.80
Preparation of Taxes	Hourly	\$125.00	4	\$500.00
Annual Filing of Tax Return	Per Year	\$1,250.00	1	\$1,250.00

**Additional Bank fees may apply*

Subtotal \$3,188.20

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Escheat Management State Unclaimed Fund	Flat Fee	\$200.00	1	\$200.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$425.00

Estimated Fee: \$4,328.20

Toatal Will Not Exceed: \$3,500.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

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

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

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 8



September 12, 2023

CASE ASSUMPTIONS

Class Members	219
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	219
Subtotal Admin Only	\$6,260.15

Flat Fee Total \$6,000.00

For 219 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Rodriguez v. Facility Masters, PAGA Administration

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

Requesting Attorney: Maralle Messrelian
Firm: Messrelian Law Inc.
Contact Number: 818.484.6531
Email: maralle@messrelianlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **219** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	35		\$87.60
NCOA (USPS)	\$50.00	1		\$50.00
Total				\$537.60

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Spanish Translation	\$150.00	1		\$150.00
Data Merge & Duplication Scrub	\$0.09	219		\$19.71
Notice and Check Packet	\$1.00	219		\$219.00
Estimated Postage (up to 1 oz.)*	\$0.64	219		\$140.16
Total				\$628.87

* 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	55		\$41.06
Remail Notice Packets	\$0.65	52		\$33.64
Estimated Postage	\$0.61	52		\$31.57
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$321.27

Database Programming

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

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

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	4		\$540.00
Total				\$1,310.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	3		\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.50	42		\$62.42
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	6		\$510.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	4		\$460.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$400.00	1		\$400.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Controllers Office Estimated <u>20</u> Total Class Members	\$300.00	1		\$300.00
Total				\$2,642.42

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

Estimate Total: \$6,260.15



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 9



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: RODRIGUEZ V. FACILITY MASTERS

Date: September 12, 2023

PAGA Disbursement Only

Requesting Attorney: Maralle Messrelian

Aggrieved Employees: 219

Plaintiff or Defense: Plaintiff

Postage Total: \$173.04

Firm Name: Messrelian Law Inc.

Grand Total: \$9,743.94

Telephone: (818) 484-6531

DISCOUNTED FLAT FEE: \$9,500.00

Email: maralle@messrelianlaw.com

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. The Notice will be Translated into Spanish.

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
Spanish Translation	\$250.00	1	\$250.00
TOTAL			\$835.00

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	44	\$132.00
TOTAL			\$432.00

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	219	\$43.80
TOTAL			\$478.80

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	22	\$18.70
Print & Mail Notice, Checks & 1099	\$3.00	219	\$657.00
First-Class Postage (up to 1 oz.)*	\$0.66	219	\$144.54
TOTAL			\$2,795.24

*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	13	\$6.50
Skip Trace for Best Address	\$0.75	12	\$9.00
Remail Undeliverable Checks	\$3.00	9	\$27.00
First-Class Postage (up to 1 oz.)	\$0.66	9	\$5.94
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			\$3,070.42

*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	46	\$6.90
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	5	\$25.00
First-Class Postage (up to 1 oz.)	\$0.66	5	\$3.30
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			\$2,132.48

GRAND TOTAL \$9,743.94

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 10