

1 ZORIK MOORADIAN, Bar No. 136636

2 zorik@mooradianlaw.com

3 HAIK HACOPIAN, Bar No. 282361

4 haik@mooradianlaw.com

5 MOORADIAN LAW, APC

6 24007 Ventura Blvd., Suite 210

7 Calabasas, CA 91302

8 Telephone: (818) 487-1998

9 Facsimile: (888) 783-1030

10 Attorneys for Plaintiff Edgar Mendez, individually and on behalf of similarly aggrieved
11 employees

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

14 EDGAR MENDEZ, individually and on
15 behalf of similarly aggrieved employees,

16 Plaintiffs,

17 v.

18 ABM INDUSTRIES INCORPORATED,
19 an active Delaware Corporation; FIRST
20 STAFFING GROUP L.L.C., an active
21 California Limited Liability Company;
22 ABM INDUSTRY GROUPS, LLC; an
23 active Delaware Limited Liability
24 Company; and DOES 1 through 25,

25 Defendants.

Case No.: 23STCV11446

REPRESENTATIVE ACTION

*[Assigned to Hon. Stuart M. Rice
in Dept. SS-1]*

**DECLARATION OF ZORIK
MOORADIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
AND PAYMENT OF ATTORNEYS'
FEES AND COSTS, AND
ADMINISTRATION COSTS**

[CONCURRENTLY SUBMITTED WITH
NOTICE OF MOTION AND MOTION;
AND [PROPOSED] ORDER]

Date: September 10, 2025

Time: 10:30 a.m.

Dept.: SS-1

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DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Edgar Mendez in the lawsuit entitled *Edgar Mendez, individually and on behalf of similarly aggrieved employees v. ABM Industries Incorporated, et al.* and bearing Los Angeles County Superior Court Case No. 23STCV11446. I make this Declaration in support of Plaintiff's Motion for Approval of PAGA Settlement, and Payment of Attorneys' Fees and Costs, and Administrative Costs, based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

1. I have attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and have received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 33 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, PAGA actions, complex and multi-party matters.

2. The following is a short title index of class actions, PAGA actions, and individual employment/wage-and-hour cases (recent past and pending), in which I have represented and/or continue to represent the plaintiffs or defendants in the capacity of co-counsel or lead counsel:

3. Granados v. Bimbo Bakeries/CV 09-07329 DMG; Garcia v. Pharmavite /BC435699; Barsamian/Park v. Staples /BC450208 and BC449815; Bosch v. Bakery Holdings/BC484494; Uribe v. American Guard Services/ BC492881; Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab

1 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
2 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
3 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
4 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
5 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
6 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
7 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
8 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
9 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Balaguer v. Eminent,
10 Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Azepita v. Eden
11 Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent,
12 Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-2018-
13 01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto
14 Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v.
15 Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857;
16 Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State
17 Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v.
18 WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496;
19 Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt.
20 Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon
21 Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563;
22 Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium
23 Shoes/19STCV33166; Ramos v. Liberty Container Corp./20STCV06560;
24 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v.
25 Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-
26 2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage
27 Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-
28 01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales
Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL

1 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247;
2 Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland
3 Montessori, LLC/18STCV06042; Alvarez v. Greenfield Care Center of
4 Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana
5 Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057;
6 Popoca v. Denim Technologies/19STCV11434; Reidy v. City of
7 Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v.
8 GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778;
9 Torres v. Metro Security/19STCV21114; Torres v. Metro
10 Security/19STCV15680; Trujillo v. Securitas Security Services/19STCV01207;
11 Villacana v. Crothall Laundry Services, Inc./19STCV16330; and Villareal v.
12 Golden Touch Cleaning/30-2019-01108777.

13 4. I am familiar with California wage and hour law and the laws governing the
14 alleged violations in this matter, including but not limited to California Labor Code Sections
15 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
16 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
17 Private Attorneys General Act.

18 5. As a result of my prior experience in other wage and hour matters, including
19 representative PAGA matters, I believe that the proposed settlement is fair and reasonable
20 and more than adequate in view of (i) the strength of Plaintiff's claims and Defendants'
21 defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the
22 total settlement amount of \$315,000 offered in settlement, (iv) the risk of significant
23 discretionary reduction of maximum penalties by a court even assuming liability was
24 established for any violations; (v) the discovery conducted by the Parties in this case, (vi) my
25 experience with similar settlements that have received court approval, and (vii) the fact that
26 the settlement involved arms' length negotiations between experienced counsel facilitated by
27 Mr. Steven Serratore, a respected neutral mediator.

1 6. Defendant ABM is a facility management and services provider, and
2 Defendant First Staffing is a staffing agency. This case and settlement cover two subgroups
3 of employees: those directly employed by ABM at Dodger Stadium and those placed with
4 ABM by First Staffing at Crypto.com Arena (“Crypto Arena.”).

5 7. Plaintiff Mendez was employed at Crypto Arena by First Staffing, who
6 contracted with Defendant ABM Industries Incorporated, from December 2021 through
7 2022. He was thereafter employed at Dodger Stadium by ABM from April 3, 2023 through
8 August 10, 2023. At both locations, Plaintiff was employed as an hourly non-exempt event
9 cleaner.

10 8. There are about 1,100 Aggrieved Employees who cover 10,621 workweeks,
11 consisting of 5,997 semi-monthly pay periods at Dodger Stadium and 4,624 weekly pay
12 periods at Crypto Arena. If the number of pay periods ultimately exceeds 5% more than
13 10,621, or 11,152 pay periods, then Defendants shall increase the settlement amount on a
14 pro-rata basis for each additional pay period in excess of 11,152 or move the end date of the
15 PAGA Period back until the total number of pay periods is equal to or less than 11,152. (S.A.,
16 p.3, §10).

17 9. On May 19, 2023, Plaintiff filed the instant lawsuit as a putative class action
18 asserting six causes of action under the Cal. Labor Code and a seventh under the UCL. On
19 July 12, 2023, Plaintiff communicated a PAGA notice to Defendant ABM Incorporated,
20 Defendant First Staffing, and the LWDA. Upon submission of the PAGA Notice to the
21 LWDA, Plaintiff Mendez’s PAGA claim was assigned Case No. LWDA-CM-967912-23.
22 Thereafter, on November 15, 2023, Plaintiff filed the First Amended Complaint (“FAC”)
23 which added a representative PAGA claim as the eighth cause of action and added ABM
24 Industry Groups, LLC (“ABM”) as a named defendant. On January 25, 2024, in light of an
25 arbitration agreement between Plaintiff and ABM, class allegations were dismissed pursuant
26 to stipulation of the Parties to submit individual claims to arbitration.

27 10. As mentioned, Plaintiff Mendez filed a notice letter with the California Labor
28 and Workforce Development Agency (“LWDA”) on July 12, 2023 giving notice of his intent

1 to pursue a PAGA representative action, on behalf of himself and the State of California as
2 well as on behalf of a group of similarly situated aggrieved employees giving notice of their
3 collective intent to seek penalties under Labor Code sections 2698 et. seq. based on alleged
4 violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1197,
5 and 1197.1 (“PAGA letter”). A true and correct copy of the noted PAGA Letter is attached
6 hereto as **Exhibit “1”**.

7 11. This lawsuit has involved production of a sample of employee time and
8 payroll data to Plaintiff for about 50 aggrieved employees employed directly by ABM (which
9 covered about 1,500 pay periods for Aggrieved Employees) as well as policies relevant to
10 asserted PAGA claims which included relevant employee handbooks. Notably, Plaintiff’s
11 deposition was taken by Defendants whereby Plaintiff elucidated upon various off-the-clock
12 issues that affected him and other employees, issues that would not be captured by time and
13 payroll records. The Parties have conducted investigation of the operative facts and
14 applicable law during the litigation. The Parties have also investigated the applicable law as
15 applied to the facts, potential defenses thereto, and damages claimed by Plaintiff on behalf of
16 Aggrieved Employees. Subsequently, on October 2, 2024, Plaintiff and Defendants engaged
17 in mediation before a respected mediator, Mr. Steve Serratore. During the Mediation, and
18 with significant assistance from the mediator, the Parties agreed to a PAGA representative
19 settlement, which was negotiated in light of all known facts and circumstances—including
20 the difficulty of proving some of Plaintiff’s underlying bases for the PAGA penalty claims,
21 potential defenses asserted by Defendants to the PAGA penalty claims, the uncertainty
22 associated with litigation, the risks of significant delay, and numerous potential appellate
23 issues. Thereafter, the settlement was solidified between the Parties during the months that
24 followed. Ultimately, the Settlement Agreement was entered into.

25 12. The Parties’ settlement allocates \$315,000 for settlement of the PAGA claims
26 with \$165,000 to be funded by ABM and \$145,000 to be funded by First Staffing. (S.A. at p.
27 5, §§ 2-3). After allocated attorneys’ fees of \$105,000.00 (one-third), requested costs of
28 \$16,753.95, administrative costs of \$10,000, 65% of the Net Settlement Amount, or

1 \$119,109.93, will be paid as the LWDA's 65% share of PAGA penalties, and \$64,136.12
2 will be payable to Aggrieved Employees as their 35% share of PAGA penalties. The
3 Individual PAGA Payment shall be based on the number of pay periods each Aggrieved
4 Employee worked during the PAGA Period as a percentage of the total pay periods worked
5 by all Aggrieved Employees during the PAGA Period. (S.A. at p. 5-6, § III.4(a)(1)). The
6 Gross PAGA Settlement Amount is for civil penalties only and does not act as a waiver to
7 any employee's individual claims for individual relief. Assuming participation by 1,100
8 Aggrieved Employees, the simple average Individual PAGA Payment calculates to \$58.30
9 (\$64,136.12 ÷ 1,100). Plaintiff has separately agreed to a \$25,000 settlement to resolve his
10 individual claims and is not seeking any enhancement payment from this Settlement.

11 13. A true and correct copy of the PAGA Settlement Agreement ("Settlement
12 Agreement" or "S.A") is attached hereto as **Exhibit "2"**.

13 14. My office is unaware of any other presently pending PAGA matters affected
14 by this settlement. Although ABM is a large employer that is no stranger to wage and hour
15 litigation, Plaintiff understands that this case is the only one that is specifically limited to
16 event cleaners employed by Defendants at Dodger Stadium and Crypto.com Arena like
17 Plaintiff.

18 15. Plaintiff contends that employees were required to report to work at a specific
19 time but would only start working after an event ended. This depended on how packed an
20 event was and other factors (e.g. overtime, extra innings, etc.) As the time when work would
21 start could not be anticipated, Plaintiff testified that he and other employees waited anywhere
22 from 20 minutes to one hour after the time they were required to report for work before being
23 allowed to clock in. That he and other employees were not compensated for this pre-shift
24 waiting time.

25 16. At Dodger Stadium, Plaintiff contended that his meal breaks were usually 20
26 minutes long but that 30 minutes were automatically deducted from his shift. Moreover, that
27 employees would be relieved in groups for lunch then walk to a designated break room.
28 Plaintiff contends that getting to the break room would depend on how far an employee was

1 when a meal break was called but that it would usually take him 8 minutes to get to the break
2 room from his location in the stadium, that he spent 3-4 minutes resting at the break room,
3 and then he walked 8 minutes back to pick up where he left off. As to rest breaks, Plaintiff
4 contends that they were not provided. ABM represented that their meal and rest policies were
5 legally compliant, that managers and employees were instructed as to proper break relief, and
6 that they implemented the best possible practices in light of the work environment.
7 Significantly, ABM represented that upon clocking out to end their shift, employees were
8 prompted if they took their “full and uninterrupted meal and rest breaks today?” That to the
9 extent a response was “no,” the employee would automatically be paid two hours of
10 premiums. Plaintiff’s review of the sample data reveals that the vast majority of responses to
11 the certification were “yes” and that premiums appear to have been in fact paid.

12 17. At Crypto Arena, Plaintiff contends that employees were told when to take
13 meal breaks upon being signed in to start their shift and did not otherwise track their meal
14 breaks. Although lunch was allotted for 30 minutes, Plaintiff had to walk about 10 minutes
15 from his location to a designated break room and 10 minutes back such that his net meal
16 break was only about 10 minutes long. As to rest breaks, they were announced for 10 or 15
17 minute durations but would not be called on days for which there was a “rush.” Moreover,
18 that employees could really not leave the arena on account of the time involved in exiting,
19 entering, and security checks making meal and rest breaks technically on-duty.

20 18. Plaintiff contends that employees were overbooked for an event and that some
21 were turned away on occasion. Plaintiff recalls being turned away on six occasions when
22 showing up for a scheduled shift at Crypto Arena and twice at Dodger Stadium.

23 19. Waiting time and wage statement claims would be derivative of the above
24 claims. For instance, to the extent wages were underpaid, final wages would not be complete
25 in violation of Labor Code Sections 201-203 and to the extent any additional wages or break
26 premiums are owed, the wage statements would not be accurate.

27 20. This settlement implicates 10,621 pay periods during the PAGA Period.
28 Maximum penalties, assuming a violation for each and every pay period, assessed at the \$100

1 violation rate, for each of the 10,621 pay periods results in maximum potential exposure of
2 \$1,062,100. To the extent Plaintiff is able to stack PAGA penalties, the potential maximum
3 could be higher. Plaintiff ultimately does not anticipate being able to stack PAGA penalties
4 as he deems it highly likely that a court will potentially be persuaded that assessment of a
5 single penalty per pay period per employee will be sufficient to punish past violations and
6 deter future ones.

7 21. Furthermore, discretionary reductions are anticipated in addition to general
8 litigation risk and delay. Notably, ABM's written policies were legally compliant. Taking the
9 \$1,062,100 sum as the maximum potential figure and applying a discretionary reduction of
10 80% (consistent with reported cases) results in \$212,420 in available penalties. The Gross
11 PAGA Settlement Amount of \$315,000 readily captures this sum. The penalties to be
12 distributed (\$183,246.05) capture 86.3% of this sum. The Parties' settlement substantially
13 captures these valuations, provides for significant recovery of civil penalties by the state, and
14 is expected to deter future Labor Code violations by Defendants. Accordingly, I believe that
15 this PAGA settlement is fair, reasonable, and in the best interests of the Aggrieved Employees
16 and the State of California.

17 22. My office is seeking recovery of \$105,000 in attorneys' fees, or one-third of
18 the Gross Settlement Amount. The incurred fees are necessary and reasonable. Significantly,
19 these fees are contingent in nature for my office. The fees received from one case, are often
20 used to finance and move forward other cases that have failed and bring in revenue for my
21 office.

22 23. In my experience, a gross PAGA settlement of \$315,000 is a fair, reasonable,
23 and adequate settlement in light of the strength of the claim, Defendants' defenses, and the
24 strong possibility there would be no recovery without this settlement. Even if Plaintiff was to
25 prevail on the underlying claim, he would face the potential of significant discretionary
26 reduction of maximum penalties by the Court. My office's efforts have resulted in a recovery
27 of nearly one hundred twenty thousand dollars by the State of California.
28

1 24. Plaintiff Mendez signed a single retainer with my office. The Retainer
2 Agreement had language providing a maximum of forty-five percent (45%) in attorneys' fees,
3 of course, subject to court approval on class and representative issues. The Retainer
4 Agreement also had a provision for recovery of costs in relation to the representation.

5 25. As for the representation of the individual rights of Mr. Mendez, a retainer
6 agreement for one-third of gross recovery would be consistent with the market rate, and there
7 is no reason to believe that if my office had signed a retainer agreement with the LWDA to
8 prosecute claims on the LWDA's behalf, it would be any different.

9 26. In almost all the class/PAGA mediations that I have attended, a one-third to
10 35% attorney fee percentage is generally agreed upon by the defendant and the plaintiff
11 subject to court approval. In this matter, the Parties agreed that my office may request up to
12 one-third of the settlement.

13 27. Here, it is beyond any reasonable dispute that, if my office had been able to
14 negotiate directly with the LWDA, the LWDA would have found a one-third fee arrangement
15 to be eminently reasonable.

16 28. My office has handled this matter since May 13, 2022. My billing rate is \$650
17 per hour. I have spent at least 55 hours on this matter. Thus my present lodestar is \$35,750.
18 Attorney Haik Hacopian from my office is also counsel of record and has expended at least
19 57 hours at his rate of \$450.00 per hour, for an additional \$25,650 lodestar. Thus, the total
20 minimum lodestar for my office tallies to \$61,400. The work performed by my office on this
21 matter can be set forth as follows:

Category/Tasks	ZM	HH
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, communication of records request letter to employer and review and assessment of produced records, research into parties, claims, and potential defenses, review of other pending and related matters, client communications, and incidental work:	11	5

1	Work on file prior to appearances by Defendants including prep of case initiating pleadings	6	5
2	incl complaint, service, prep and communicate PAGA letter, case calendaring, and incidental		
3	work:		
4	Work on file post-appearance including litigation pleading work inc amended pleadings,	11	8
5	conferences with counsel, communications with counsel, stipulation re arbitration, dismissal		
6	of class allegations/Def. Emp. Outsourcing, work on 5 joint filings, court appearance, and		
7	incidental work		
8	Pre-Depo Prep in relation to noticed deposition of Plaintiff Mendez	5	2
9	Appearance at Deposition of Plaintiff Mendez and incidental work	0	5
10	Mediation related preparation including review and assessment of informal production,	5	9
11	preparation of mediation brief, communications with counsel, and incidental work:		
12	Appear at Full-day mediation with Steven Serratore:	8	8
13	Post-settlement work including work on long-form PAGA agreement, long-form individual	4	5
14	agreement, communications w/counsel, communications w/client, and incidental work:		
15	Work on PAGA Approval Motion:	1	6
16	Future work including appearance at approval hearing, work related to calculations, funding,	4	4
17	distribution, and accounting (estimated)		
18	HOURS	55	57

29. The application of a multiplier of 1.71 to the lodestar of \$61,400 results in the requested fee award of \$105,000. To the extent the current Laffey Matrix rates are applied, at \$1,141 for myself (20+ years out of law school) and \$948 for Mr. Hacopian (11-19 years out of law school), the lodestar would calculate to \$116,791 [(55 x \$1,141) + (57 x \$948)], which exceeds the requested fee award. Attached hereto as **Exhibit "3"** is a copy of the Laffey Matrix currently available online at <http://www.laffeymatrix.com/see.html>.

30. My office has also incurred **\$16,753.95** in costs as follows:

YEAR	MO	DAY	Amount	Description
2023	05	19	\$1,435.00	LASC Complex and Civil Filing Fees
2023	05	22	\$59.99	OneLegal Lawsuit Filing Charges
2023	07	12	\$30.06	Certified Mail Postage (PAGA Notice)
2023	07	12	\$75.00	LWDA PAGA Notice Fee

2023	07	25	\$41.18	OneLegal Company Service Charges (Def. ABM Industries Incorp.)
2023	08	21	\$41.33	OneLegal Stip and Order Filing Charges
2023	10	10	\$17.66	OneLegal Jt Report Filing Charges
2023	11	10	\$2.00	LASC Doc Retrieval Charge
2023	11	16	\$17.66	OneLegal Amended Complaint Filing Charges
2024	06	04	\$19.71	OneLegal Jt Report Filing Charges
2024	08	29	\$19.71	OneLegal Request for Dismissal Filing Charges
2024	10	02	\$14,000.00	Plaintiff's share of mediation charges (S. Serratore)
2024	10	17	\$19.77	OneLegal Status Report Filing Charges
2024	12	31	\$23.44	OneLegal Response Filing Charges
2025	02	19	\$23.44	OneLegal Jt Report Filing Charges
2025	06	05	\$808.00	CaseAnywhere Billing on file (through July 2025)
2025	06	05	\$80.00	OneLegal Approval Motion Filing Charges (est.)
2025	06	05	\$20.00	OneLegal Notice Filing Charges (est.)
2025	06	05	\$20.00	OneLegal Final Accting Dec Filing Charges (est.)
			\$16,753.95	

31. While it's generally true that the greater the attorney fees, the less funds there will be for distribution as damages, nevertheless, a balance must be achieved. In the instant matter, the LWDA and PAGA Members got a very balanced and fair settlement. Given the strengths and weaknesses of the case, they will be receiving a fair sum of money. The results and the case law support that the settlement was fair, reasonable and adequate. In light of the favorable settlement, giving more money to the LWDA and PAGA Members after an excellent settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the LWDA and PAGA Members who will be receiving a fair and adequate amount of benefits.

32. My office has secured a not to exceed bid from CPT Group, Inc., the Parties' selected administrator, in the amount of \$10,000 in relation to dissemination of payments to the various parties as contemplated by the settlement including to aggrieved employees. CPT will also translate the notice to Aggrieved Employees into Spanish and will be responsible for the escheatment of uncashed checks. A true and correct copy of the not to exceed quote secured from CPT is attached hereto as **Exhibit "4"**.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on June 9, 2025 in Calabasas, California.

4 /s/Zorik Mooradian
5 Zorik Mooradian
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Exhibit “1”
PAGA NOTICE

MOORADIAN LAW, APC
24007 Ventura Boulevard, Suite 210
Calabasas, California 91302
Mooradianlaw.com
Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

July 12, 2023

VIA USPS CERTIFIED MAIL

ABM Industries Incorporated
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478
7022 1670 0001 3547 3374

CT Corporation System
Agent for Service of Process for
ABM Industries Incorporated
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
7019 0160 0000 9187 4984

First Staffing Group L.L.C.
628 W. Holt Blvd., Suite A
Ontario, CA 91762
7019 0160 0000 9187 4694

Juliana Lilebeth Bojorquez
Agent for Service of Process for
First Staffing Group L.L.C.
22018 S. Avalon Blvd.
Carson, CA 90745
7019 0160 0000 9187 4700

Employer's Outsourcing, LLC
480 W. Alluvial Ave.
Fresno, CA 93650
7019 0160 0000 9187 4717

Tony Martinez, CPWC
Agent for Service of Process for
Employer's Outsourcing, LLC
401 W. Fallbrook Ave., Suite 205
Fresno, CA 93711
7019 0160 0000 9187 4724

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
ABM Industries Incorporated, First Staffing Group, L.L.C., and
Employer's Outsourcing, LLC

To Whom It May Concern:

This office represents Edgar Mendez with respect to Private Attorneys General Act ("PAGA") claims that he intends to pursue against ABM Industries Incorporated, First Staffing Group L.L.C., Employer's Outsourcing, LLC ("Employers") based upon their illegal wage and hour practices in the State of California as to their non-exempt employees who worked for Employers at the Crypto.com Arena in Los Angeles, California. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

First Staffing Group L.L.C. and Employer's Outsourcing, LLC are staffing agencies and ABM Industries Incorporated is engaged in the business of facility services and management. Mr. Mendez worked as a non-exempt hourly employee of Employers at the "Crypto.com Arena," formerly known as the "Staples Center." Employers employ numerous non-exempt, hourly paid employees such as Mr. Mendez. Unfortunately, Employers have engaged in the following practices:

Failure to Pay Wages

Employers failed to pay employees for all hours worked, including any overtime. This includes rounding practices, paycheck errors, inaccurate logging of work periods, and time that was considered off-the-clock by Employers, including due to policies and practices geared towards the avoidance of overtime hours by employees. Additionally, employees also did not receive net 30-minute meal breaks on account of the clocking out and clocking process and other factors. Also, any meal breaks provided were not off-duty as employees were not allowed to leave the work premises.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Meal Breaks

Employers engage in the practice of not allowing mandated meal breaks, including second meal breaks, and not compensating employees for missed, late, or short meal breaks. Employees did not receive premium pay for missed, late, or short meal period. Notably, meal breaks were not at least a net thirty (30) minutes in duration on account of the clock in and out process and other factors. Additionally, to the extent any meal breaks were provided, they were not off-duty as employees were not allowed to leave the premises.

Rest Breaks

Employers engage in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Additionally, any rest breaks provided were not off-duty as employees were not allowed to leave the premises. Employees did not receive premium pay for these missed rest breaks.

Reporting Time

Mr. Mendez and other employees were required to report to work and did report to work only to be told that they were not needed or no longer needed, and they were sent home but they did not receive their regular rate of pay for at least half of their usual or scheduled day's work but in no event less than two hours. Additionally, reporting time that was not paid included the days during which an employee reporting to work as required, only to be terminated and turned away upon arrival.

Waiting Time

At the time of an employees' separation (whether it be by termination or resignation) Employers have failed to provide the employees with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Noncompliant Wage Statements

Employers have adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums. Also, the wage statements did not correctly identify the employer as required.

Additional Penalties

Mr. Mendez and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Employers have violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Employers violated, and continue to violate, Labor Code Section 201 by failing to pay the employees they have discharged the complete and correct amount of all

wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Employers violated, and continue to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Employers violated, and continue to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204 and 210: Employers violated, and continue to violate, Labor Code Sections 204 and 210 by failing to pay wages to employees for all hours worked as explained above, as well as failing to pay wages within seven (7) calendar days following the close of payroll periods.

Labor Code Section 226: Employers violated, and continue to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Employers violated, and continue to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order

Labor Code Section 510: Employers violated, and continue to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and double-time wages in accordance with employees' regular rate of compensation.

Labor Code Section 512: Employers violated, and continue to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Section 1194: Employers violated, and continue to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Employers violated, and continue to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

8 Cal Code Regulations §§ 11010-11160: Employers violated, and continue to violate, the applicable Wage Order by failing to pay employees their regular rate of pay for at least half of their usual or scheduled day's work, but in no event less than two hours, to the extent an employee was turned away after reporting to work as requested or required.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action against Employers, pursuant to Labor Code Section 2698 *et seq.* Mr. Mendez and all other similarly aggrieved employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,

MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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FRESNO, CA 93711

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Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Wed, Jul 12, 2023 at 6:09 PM

7/12/2023

LWDA Case No. LWDA-CM-967912-23
Law Firm : Mooradian Law, APC
Plaintiff Name : Edgar Mendez
Employer: ABM Industries Incorporated
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit “2”
Settlement Agreement

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Edgar Mendez (“Plaintiff”), acting in his private attorney general capacity on behalf of the State of California and Aggrieved Employees, on the one hand, and Defendants ABM Industry Groups, LLC (“ABM”), and First Staffing Group, LLC (“First Staffing”), on the other hand (ABM and First Staffing are referred to collectively as “Defendants”). Plaintiff and Defendants are collectively referred to as the “Parties.”

I. RECITALS

WHEREAS, on or around May 19, 2023, Plaintiff filed a putative class action in the Superior Court of the State of California, County of Los Angeles, which was assigned case number 23-STCV-11446, the Honorable Stuart M. Rice, Department SS-1, presiding.

WHEREAS, on or around July 12, 2023, Plaintiff purported to file a notice with the LWDA and Defendants under California Labor Code § 2699.3, to notify the LWDA of alleged violations by Defendants of the Labor Code. Upon submission of the notice to the LWDA, Plaintiff’s claim was assigned case number LWDA-CM-967912-23. The LWDA declined to investigate the alleged violations.

WHEREAS, on or around November 15, 2023, Plaintiff filed a first amended complaint that, in addition to the previously asserted claims, purported to add ABM Industry Groups, LLC, as a defendant and assert a single claim for alleged violations of PAGA against Defendants.

WHEREAS, on or around January 25, 2024, in light of the arbitration agreement signed between Plaintiff and ABM, the Court approved the Parties’ stipulation to dismiss Plaintiff’s putative class claims against Defendants, without prejudice; compel arbitration of Plaintiff’s individual claims against Defendants; and stay the remainder of the Action against Defendants.

WHEREAS, while Defendants have denied and continue to deny all allegations in the above-described Action, the Parties recognized the value of resolving this matter through mediation, and participated in mediation with Steven Serratore on October 2, 2024. The Parties engaged in informal discovery prior to mediation, which included a time and payroll sample for affected employees and the deposition of Plaintiff.

WHEREAS, shortly after the mediation, the Parties engaged in further settlement discussions, and the Parties each agreed to accept a mediator’s proposal proffered by Mr. Serratore as full settlement of all claims and issues in dispute in the Action.

WHEREAS, the terms of this Settlement Agreement were reached in good faith and are the product of arms-length negotiations between the Parties, by and through their counsels of record in the Action.

WHEREAS, this Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by Defendants that Plaintiff’s claims in the Action have merit or that they have

any liability to Plaintiff or the Aggrieved Employees, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. Defendants deny all of Plaintiff's material allegations and maintains that they bear no liability to Plaintiff or any Aggrieved Employees.

WHEREAS, the Parties request the Court to approve the arm's-length Settlement Agreement reached between the Parties pertaining to civil penalties available under PAGA, to approve the release of PAGA claims, and to approve the settlement of the PAGA claim brought in this litigation.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the promises, conditions and covenants hereinafter set forth, the Parties stipulate and agree, and request the Court's approval of this Settlement Agreement of all PAGA claims in the Action, as follows:

II. DEFINITIONS

In addition to other terms defined in this Settlement Agreement, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. **"Action"** means the civil action entitled *Edgar Mendez v. ABM Industries Incorporated, et al.*, pending in the Superior Court of the State of California, County Los Angeles (Case No. No. 23-STCV-11446), and any amendments thereto.
2. **"Aggrieved Employees"** means all individuals who are or previously were employed by: (1) ABM as non-exempt employees at Dodger Stadium during the PAGA Period; and (2) First Staffing Group, LLC as non-exempt employees at Crypto.com Arena during the PAGA Period.
3. **"Court"** means the Superior Court of California, County of Los Angeles.
4. **"Defendants' Counsels"** means the law firms of Payne & Fears, LLP, counsel of record for ABM, and Wesierski & Zurek LLP, counsel of record for First Staffing Group, LLC.
5. **"Effective Date"** means the first date upon which all of the following events have occurred:
 - a. This Settlement Agreement has been executed by all Parties and their counsel;
 - b. Notice has been properly given by PAGA Counsel to the LWDA of this Settlement Agreement, as required by PAGA, and PAGA Counsel has provided written notice of same to Defendants' Counsels; and
 - c. The Settlement Agreement has been approved by the Court and the Court enters a Final Order Approving Settlement ("Judgment") which becomes final. For purposes of this Settlement Agreement, the Court's Judgment "becomes final" upon the latter of: (i) if no

appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

d. Notice has been properly given by PAGA Counsel to the LWDA of the Court's approval of the Settlement Agreement, as required by PAGA, and PAGA Counsel has provided written notice of same to Defendants' Counsels.

6. The **"PAGA Group List"** refers to the list of Aggrieved Employee names, social security numbers, last known addresses, and pay periods worked during the PAGA Period.

7. **"Individual PAGA Payment"** means the amount to be paid to each Aggrieved Employee out of 35% of the PAGA Payment, with such individual shares to be based on the number of pay periods worked during the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. Individual PAGA Payments will be paid as penalties for tax purposes, and Aggrieved Employees will be issued an IRS Form 1099 and shall assume full responsibility for payment of any and all taxes that are owed on their Individual PAGA Payment.

8. **"LWDA"** means the California Labor Workforce Development Agency.

9. **"LWDA Payment"** means 65% of PAGA Payment, to be paid to the LWDA.

10. **"Gross PAGA Settlement Amount"** means the total sum of three hundred fifteen thousand dollars (\$315,000.00) for settlement of claims by the Aggrieved Employees, including (1) the PAGA Payment; (2) settlement administration costs; and (3) the award of fees and costs to PAGA Counsel. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendants. The Gross PAGA Settlement Amount is based on a total of 10,621 pay periods worked by Aggrieved Employees during the PAGA Period. To the extent the number of pay periods exceeds 5% of that sum, or 11,152 pay periods, then Defendants shall increase the Gross PAGA Settlement Amount on a pro rata basis for each additional pay period in excess of 11,152 or, at Defendants' sole election, move the end date of the PAGA Period back until the total number of pay periods is equal to or less than 11,152.

11. **"PAGA"** means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*

12. **"PAGA Payment"** means the total amount remaining of the Gross PAGA Settlement Amount after payment of (1) settlement administration costs; and (2) the award of fees and costs to PAGA Counsel. The PAGA Payment shall be allocated 65% to the LWDA and 35% to Individual PAGA Payments.

13. **"PAGA Period"** means the time period from July 12, 2022, through December 1, 2024.

14. **“PAGA Counsel”** means the law firm of Mooradian Law APC.

15. **“Released Parties”** means Defendants, ABM Industries Incorporated, and any of their respective current or former parents, subsidiaries, divisions, affiliates, insurers, reinsurers, third-party administrators, contractors, assignees, representatives, transferees, partners, members, shareholders, landlords, licensees, lessors, franchisees, franchisors, clients, current and former employees, current and former attorneys, agents, officers, directors, successors, predecessors, individuals, and firms.

16. **“PAGA Released Claims”** means any and all claims for civil penalties under Labor Code section 2699(a), whether known or unknown, that occurred during the PAGA Period that are alleged or could have been brought based on the facts, allegations, claims, causes of action and/or legal theories described in the Action as predicated on the PAGA notice submitted by Plaintiff to the LWDA, including, but not limited to, claims for civil penalties under Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and the applicable California IWC Wage Order(s).

17. **“Settlement Administrator”** means the mutually-agreed settlement administrator selected by the Parties and approved by the Court.

III. TERMS OF SETTLEMENT AGREEMENT

1. **Non-Admission:** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that their claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. This Settlement Agreement represents a compromise of disputed claims. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

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

Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendants or any other Released Party, Plaintiff or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants or any other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

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

2. **Gross PAGA Settlement Amount:** Subject to the Court's approval of the Settlement Agreement, Defendants shall pay three hundred and fifteen thousand dollars (\$315,000.00) and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount will be used to pay (1) the PAGA Payment; (2) settlement administration costs; and (3) the award of fees and costs to PAGA Counsel. The payment of the Gross PAGA Settlement Amount shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees beyond those specified in this Settlement Agreement. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the Effective Date.

3. **Timing:** Within thirty (30) days after the Effective Date of this Settlement Agreement, Defendants shall pay to the Settlement Administrator the Gross PAGA Settlement Amount. Specifically, First Staffing Group, LLC, shall pay \$150,000, and ABM shall pay \$165,000. Each Defendant shall also provide the Settlement Administrator with the PAGA Group List information for that Defendant's employees.

4. **Payments from the Gross PAGA Settlement Amount:** The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

a. **PAGA Payment:** The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for (2) settlement administration costs; and (3) the award of fees and costs to PAGA Counsel, which shall be paid in full settlement of the PAGA Released Claims. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

(1) The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to PAGA as follows: 65% of the PAGA Payment will be paid to the LWDA and 35% of the PAGA Payment will be paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a

percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.

(2) Each Individual PAGA Payment will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as an Individual PAGA Payment are attributable as penalties. None are attributable as wages. Accordingly, the parties acknowledge and agree that Defendants are not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement. Aggrieved Employees shall assume full responsibility for payment of any and all taxes that are owed on their Individual PAGA Payment.

b. **Attorneys' Fees and Attorneys' Expenses and Costs:** Up to One Hundred Five Thousand Dollars and Zero Cents (\$105,000), which is one-third of the Gross PAGA Settlement Amount, shall be paid to PAGA Counsel for payment of fees, and up to Twenty Thousand Dollars and Zero Cents (\$20,000.00), shall be paid to PAGA Counsel for payment of costs. Defendants shall not oppose PAGA Counsel's request for Attorneys' Fees and Attorneys' Expenses and Costs in these amounts. Even if the Court reduces or does not approve PAGA Counsel's request for Attorneys' Fees and Attorneys' Expenses and Costs, PAGA Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding. In the event that lower amounts of fees and/or costs are awarded by the Court, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendants. The payment of Attorneys' Fees and Attorneys' Expenses and Costs will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each party shall bear their own costs and fees of the Action. The amount paid to PAGA Counsel for fees and costs shall discharge any and all claims for such fees, costs, and expenses.

c. **Administration Costs:** A Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement.

d. **Representative PAGA Release:** In his capacity as a private attorney general "aggrieved employee" acting on behalf of himself, the State of California, and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to PAGA Counsel of Attorneys' Fees and Attorneys' Expenses and Costs, upon entry of the Judgment, Plaintiff will release Defendants from any and all PAGA Released Claims.

5. **PAGA Released Claims:** Upon the Effective Date, the Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees only for any PAGA Released Claims. The discovery of new facts or legal arguments shall in no way limit the scope or definition of the PAGA Released Claims, and by virtue of this Settlement Agreement, Plaintiff, on behalf of himself, and as a private attorney general acting on behalf of the State of California, and on behalf of the Aggrieved Employees, shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the PAGA Released Claims against the Released Parties.

6. **Process for Court Approval**

a. The Settlement Agreement is contingent upon the approval by the Court. PAGA Counsel shall be solely responsible for complying with all procedural requirements associated with the settlement of a claim for penalties under the PAGA.

b. PAGA Counsel shall be responsible for expeditiously finalizing and filing with the Court a motion for approval of this Settlement Agreement (“Motion”) no later than fifteen (15) business days after the full execution of this Settlement Agreement, obtaining a prompt hearing date for the Motion, and appearing in Court to advocate in favor of the Motion. Pursuant to Labor Code §2699(1)(2), PAGA Counsel will send the Settlement Agreement and Motion to the LWDA at the same time it is filed with the Court by means of a notice prepared and submitted by PAGA Counsel and will provide written notice of same to Defendants’ Counsels.

c. PAGA Counsel will provide Defendants’ Counsels with an opportunity to review and comment on the Motion by sending the Motion and any supporting declarations and documents to Defendants’ Counsels at least five (5) business days before filing the Motion with the Court. If the Parties disagree on any aspect of the proposed Motion for approval of this Settlement Agreement, the Parties will expeditiously meet and confer in good faith to resolve the disagreement.

d. If the Court fails to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court’s questions or concerns and will meet and confer in good faith to determine whether resolution of the Action still can be obtained in a manner consistent with the Court’s concerns. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator.

e. If, after the Parties make good faith efforts to meet and confer, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court’s decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) business days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, Defendants shall not perform the settlement payment and funding obligations identified in section 3 above, and the Parties shall be deemed to have reverted to their respective previous positions immediately prior to the execution of the Settlement Agreement.

f. The Parties acknowledge and agree that there is no statutory right for any Aggrieved Employees to object, opt out, or otherwise exclude themselves from the Settlement Agreement. The Parties further acknowledge and agree that there is no right or opportunity for any Aggrieved Employees to appeal the approval of the Settlement Agreement by the Court.

g. Pursuant to Labor Code §2699(1)(3), PAGA Counsel will submit to the LWDA a copy of the Court's order approving the Settlement Agreement within five (5) days after entry of the order.

h. The Aggrieved Employees described above shall be stipulated solely for the purposes of settlement. Defendants maintain the right, in their sole discretion, to revoke the settlement if the LWDA seeks to object, intervene, or otherwise modify the terms of this Settlement Agreement. In such case, at Defendants' sole option, this Settlement Agreement can be declared to be of no force or effect, and the Parties shall be deemed to have reverted to their respective previous positions immediately prior to the execution of the Settlement Agreement.

7. Administration of Settlement

a. Within fifteen (15) days after the Effective Date, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter that will include a Spanish translation, a true and correct copy of which is attached hereto as Exhibit "1". Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employee's check is not cashed within 90 days after its first mailing, the Settlement Administrator shall send the affected Aggrieved Employee notice informing them that unless their check is cashed in the next 90 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the State Controller fund in the name of the absent aggrieved employee, subject to Court approval, and the Aggrieved Employees shall remain bound by the Settlement Agreement. The Individual PAGA Payments are 100% penalties, for which an IRS Form 1099 will issue to the Aggrieved Employees.

b. Within fifteen (15) days after the Effective Date, the Settlement Administrator will wire the Attorneys' Fees and the Attorneys' Expenses and Costs to PAGA Counsel per instructions provided by PAGA Counsel. The payment of Attorneys' Fees and Attorneys' Expenses and Costs will be reported on IRS Form 1099, for which an IRS Form 1099 will issue to PAGA Counsel.

c. Within fifteen (15) days of the Effective Date, the Settlement Administrator will mail the LWDA Payment to the LWDA via First Class U.S. Mail, postage prepaid.

d. The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid out.

e. Defendants make no representations or warranties with respect to tax

consequences of any payment under this Settlement Agreement.

8. Miscellaneous provisions

a. **No Prior Assignments.** Plaintiff represents and warrants that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. **Plaintiff's Acknowledgment.** Plaintiff acknowledges that Plaintiff has read this Settlement Agreement, that Plaintiff fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that Plaintiff had the opportunity to consult with Plaintiff's attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

d. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policy, or bonus program. Defendants retains the right, if necessary, to modify the language of their benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

e. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

f. **Costs and Fees.** The Parties shall each bear their own costs, attorneys'

fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

g. **Authority.** Defendants represent and warrant that the undersigned have the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that Plaintiff has the capacity to act on Plaintiff's own behalf and on behalf of all who might claim through Plaintiff to bind Plaintiff to the terms and conditions of this Settlement Agreement.

h. **Governing Law.** This Settlement Agreement shall be deemed to have been entered into in Los Angeles County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by and construed under California law, without regard to conflict of law principles.

i. **Complete Agreement.** The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof.

j. **Modification of Agreement.** This Settlement 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.

k. **Judgment and Continued Jurisdiction.** After approval of this settlement, the Parties agree that the Court shall retain continuing jurisdiction over this case under Cal. Code Civ. Proc. Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under Cal. Code Civ. Proc. Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect. In the event that the Court does not approve the Settlement Agreement, or if the final order and judgment is reversed on appeal, then there shall be no Effective Date and this Settlement Agreement shall become null and void.

l. **Attorney Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

m. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be

deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

n. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

o. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

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

q. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

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

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

u. **No Admission of Liability or Wrongdoing by Defendants.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or an admission or

concession regarding the validity of the claims in the Action. Defendants contend that all of their employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendants have denied, and continue to deny, each of the claims and contentions alleged in the Action. Defendants have asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendants or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

v. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms and conditions of the Settlement Agreement, Plaintiff and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

w. **No Tax Advice.** Neither the Parties nor their counsels are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

x. **Stay of Litigation.** The Parties agree that the continuing litigation of the Action shall be stayed and that the time within which to bring this action to trial under Cal. Code Civ. Proc. Section 583.310 shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

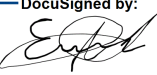
y. **Confidentiality.** The Parties agree this Settlement Agreement is confidential, except for purposes of enforcement. Plaintiff and PAGA Counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement (except to refer the person inquiring to the court file), or otherwise publicize or divulge to any other individual or entity the terms of this settlement, the amount of this settlement, or the negotiations that resulted in this settlement. This provision does not apply to court filings, submissions to the LWDA, or any needed disclosures by Plaintiff or PAGA Counsel to their accountants.

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

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

IN WITNESS THEREOF, the Parties acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement, and hereby execute it voluntarily and with full understanding of its consequences.

EDGAR MENDEZ

DocuSigned by:

4DD3A868510146B...

Date: 4/24/2025

ABM INDUSTRY GROUPS, LLC



By: Stacey Jue
Title: Associate General Counsel

Date: 5/1/2025

FIRST STAFFING GROUP LLC


By: Juliana Bojorguez
Title: CEO

Date: 6/5/2025

APPROVED AS TO FORM:

MOORADIAN LAW APC

/s/Haik Hacopian
Counsel for PLAINTIFF

Date: 6/5/2025

PAYNE & FEARS LLP


Counsel for
ABM INDUSTRY GROUPS, LLC

Date: June 5, 2025

WESIERSKI & ZUREK LLP


COUNSEL FOR FIRST STAFFING
GROUP, LLC

DATE: June 5, 2025

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Edgar Mendez v. ABM Industries Incorporated, et al.

**Superior Court of the State of California,
County of Los Angeles Case No. 23STCV11446**

Eligible Employee

Address

Address

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuit entitled *Edgar Mendez v. ABM Industries Incorporated, et al.*, filed in the Superior Court of the State of California for the County of Los Angeles, Case No. 23STCV11446 (the “**Action**”), brought on a representative basis under the Private Attorneys’ General Act of 2004 codified at California Labor Code section 2698, *et seq.* (“PAGA”). The Plaintiff in the lawsuit, Edgar Mendez (“Plaintiff”), and the Defendants ABM Industry Groups, LLC (“ABM”) and First Staffing Group, L.L.C. (“First Staffing”) (ABM and First Staffing are jointly referred to as “Defendants”) have agreed to a Settlement that provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of all “Aggrieved Employees,” defined as all individuals who are or previously were employed by: (1) ABM as non-exempt employees at Dodger Stadium during the PAGA Period; and (2) First Staffing Group, LLC as non-exempt employees at Crypto.com Arena during the time period from July 12, 2022, through December 1, 2024 (“PAGA Period”). The PAGA statute provides that 65% of any recovery pursuant to the Settlement be paid to the State of California and 35% of any recovery be paid to the Aggrieved Employees based upon the number of pay periods worked where there is an alleged California Labor Code violation during the PAGA Period.

Defendants deny all claims and allegations in the Action. Furthermore, Defendants deny they owe any penalties and assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action. By settling the lawsuit, Defendants are not admitting that they have done anything wrong.

Upon the Effective Date, the Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees only for any PAGA Released Claims. The discovery of new facts or legal arguments shall in no way limit the scope or definition of the PAGA Released Claims, and by virtue of the Settlement Agreement, Plaintiff, on behalf of himself, and as a private attorney general acting on behalf of the State of California, and on behalf of the Aggrieved Employees, shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the PAGA Released Claims against the Released Parties.

“PAGA Released Claims” means any and all claims for civil penalties under Labor Code section 2699(a), whether known or unknown, that occurred during the PAGA Period that are alleged or could have been brought based on the facts, allegations, claims, causes of action and/or legal theories described in the Action as predicated on the PAGA notice submitted by Plaintiff to the LWDA, including, but not limited to, claims for civil penalties under Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and the applicable California IWC Wage Order(s).

“Released Parties” means Defendants, ABM Industries Incorporated, and any of their respective current or former parents, subsidiaries, divisions, affiliates, insurers, reinsurers, third-party administrators, contractors, assignees, representatives, transferees, partners, members, shareholders, landlords, licensees, lessors, franchisees, franchisors, clients, current and former employees, current and former attorneys, agents, officers, directors, successors, predecessors, individuals, and firms.

Exhibit "1"

THIS SETTLEMENT DOES NOT RELEASE ANY INDIVIDUAL WAGE CLAIMS WHICH YOU MAY HAVE

By an Order dated **Approval Date**, the Superior Court of California approved the Settlement of the Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

According to Defendants' records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your settlement check for your share. Your share is determined by the number of pay periods you worked during the PAGA Period relative to the total of pay periods worked by all Aggrieved Employees. Based on the total number of pay periods, the value of a pay period calculates to **[VALUE]**, which multiplied by your **[NUMBER]** pay periods, equals your share.

Your settlement check shall remain valid for one hundred eighty (180) days. Thereafter, the settlement check shall be canceled, and the Administrator shall transmit the funds represented by your check to the California Controller's Unclaimed Property Fund in your name. (sco.ca.gov).

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties reported on IRS Form 1099, 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 settlement payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

ADMINISTRATOR NAME

WEBSITE

Phone:

Exhibit “3”
Laffey Matrix

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit “4”
Administration Quote

CASE NAME: MENDEZ v ABM

Requesting Attorney: Haik Hacobian
Plaintiff or Defense: Plaintiff
Firm Name: Mooradian Law
Telephone: (818) 487-1998
Email: haik.hacobian@gmail.com

Date: June 6, 2025
Prepared By: Tim Phillips
 50 Corporate Park, Irvine CA 92606
 Tim@CPTGroup.com
Direct Number: (818) 415-2703
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Number of Aggrieved Employees: 1,100

Language Translation Services: Yes

Settlement Website: No

Payment Option: Check

Undeliverable Check Rate: 6%

Check Reminder Postcard: No

Unclaimed Funds: SCO

Postage Total: \$839.44

Grand Total: \$16,075.29

CPT'S DISCOUNTED FEE: \$10,000.00

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

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

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the distribution proceeds. Each aggrieved employee will receive a unique mailing ID that will be utilized for all administrative purposes. CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. If necessary, CPT will translate the court approved Notice documents into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Project Manager: Format Documents	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	110	\$93.50
Spanish Translation	\$250.00	1	\$250.00
Sub Total:			\$2,288.50

AGGRIEVED EMPLOYEE SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the 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	220	\$660.00
Sub Total:			\$960.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

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	\$0.10	1,100	\$110.00
Sub Total:			\$545.00

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon approval, CPT will perform the required payment calculations, and once approved by the parties, CPT will print a one-page notice and issue a (MICR) check to all eligible employees. CPT will also issue an IRS Form 1099 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. Ninety days into the check-cashing period, a reminder postcard will be mailed. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & 1099	\$2.75	1,100	\$3,025.00
First-Class Postage (up to 1 oz.)*	\$0.69	1,100	\$759.00
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Update Undeliverable Checks Database	\$0.50	66	\$33.00
Clerical Staff	\$60.00	1	\$60.00
Skip Trace for Best Address	\$1.00	66	\$66.00
Remail Undeliverable Checks	\$3.00	60	\$180.00
First-Class Postage (up to 1 oz.)	\$0.69	60	\$41.40
Re-Issue Checks as Required	\$5.00	44	\$220.00
First-Class Postage (up to 1 oz.)	\$0.69	44	\$30.36
Check Reminder Postcard	\$0.50	935	\$467.50
Postage for Reminder Postcard	\$0.52	935	\$486.20
Sub Total:			\$8,408.46

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

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations.

All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with 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	231	\$34.65
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.68	1	\$8.68
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$833.33

Total Administration Costs: \$16,075.29

Courtesy Discount: -\$6,075.29

CPT'S DISCOUNTED FLAT FEE: \$10,000.00

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. (“**CPT**”) to Client. Each of Client and CPT is a “**Party**” to this Agreement, and collectively, the “**Parties**”.

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) “**Agreement**” means these Terms and Conditions and the Bid.
 - c) “**Applicable Laws**” means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) “**Approved Bank**” means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) “**Bid**” means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) “**Case**” means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) “**Class**” means Members and putative Members collectively.
 - h) “**Client**” means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - 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(s) 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) “**Member**” means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) “**Member Content**” means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) “**Member Data**” means proprietary or personal data regarding Members under this Agreement.
 - q) “**Parties To The Case**” shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
 - s) “**Plaintiff Counsel**” means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) “**Products**” means any and all CPT Services and work product resulting from Services.
 - u) “**Qualified Settlement Fund**” or “**QSF**” means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF 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.
 - 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 Members.
 - x) “**Settlement Amount**” means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) “**Software**” means any and all of CPT’s software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) “**Transmission Methods**” means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) “**Term**” means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) “**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 and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member 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. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member 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 Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party’s systems (items (i) and/or (ii) a “**Security Incident**”), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

6. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. 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 for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid 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% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. 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. . In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account.
8. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. 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 written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member 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.
9. **Confidentiality.** Each Party 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.** CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member 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 Member 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 GROSS NEGLIGENCE OR 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 FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE 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 the 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, 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 as set forth on the Bid 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 may use subcontractors to perform Client-specific Services; provided however, that 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) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.