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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

ALEXANDRA WOOD, Plaintiff, vs. TMCSF, INC.; and DOES 1 to 25, inclusive, Defendants.	Case No.: CVRI2403906 *[Assigned for all purposes to Honorable Harold Hopp, Judge]* **DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED PAGA APPROVAL MOTION** [Filed Concurrently with Memorandum of Points and Authorities, Declaration of Alexandra Wood, Declaration of Michael Sutherland, and Proposed Order] Hearing Date: 7/14/2026 Time: 8:30am Department: 1 Complaint Filed: June 13, 2024

DECLARATION OF HAROUT MESSRELIAN

I, Harout Messrelian, declare as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Plaintiff Alexandra Wood ("Plaintiff") in her lawsuit against Defendant TMCSF, INC. (hereinafter "TMCSF" or "Defendant").

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

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

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

4. A true and correct copy of the PAGA (Private Attorneys General Act, Labor Code § 2698 *et seq.)* Settlement Agreement (the "Settlement" or "Agreement") is attached

hereto as **Exhibit 1**. A true and correct copy of the parties' agreed upon notice to the below-defined Aggrieved Employees (the "PAGA Notice") is attached hereto as **Exhibit 2**.

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

5. Defendant operates a Harley-Davidson dealership in Riverside County, California. Plaintiff Alexandra Wood ("Plaintiff") worked for Defendant at their Riverside dealership located at 7688 Indiana Avenue, Riverside, CA 92504 in the marketing department from approximately April 24, 2022, through on or around March 29, 2024. During her employment tenure for Defendant, Plaintiff was classified as an hourly, non-exempt employee.

6. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. ("PAGA"). On April 4, 2024, Plaintiff Alexandra Wood on behalf of herself and Defendant's other California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of their claims against Defendant. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1194.2 , 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code Section 204); (6) failed to provide accurate itemized wage statements (Labor Code Section 226); (7) failed to keep accurate and complete payroll records (Labor Code Section 1174/1174.5);(8) failed to pay wages at the end of employment (Labor Code section 203); (9) failed to reimbursement business expenses (Labor Code section 2800/2802); (10) failed to provide accurate sick pay (Labor Code section 233/246); and (11) failed to provide suitable rest break facilities (Wage Order no. 4-2001/7-2001/9-2001). Attached as **Exhibit 3** to this Declaration is a true and correct copy of Plaintiff's April 4, 2024 LWDA PAGA Notice. Plaintiff filed her initial PAGA lawsuit against Defendant on July 17, 2024, in the Superior Court for the State of California, County of Riverside, Case No.

CVRI2403906, with one cause of action for PAGA penalties on the same theories as outlined in the PAGA Notice.

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

7. Through informal discovery, Defendant produced records and represented that they employed approximately 143 workers falling within Plaintiff's Aggrieved Employees definition for the period from May 14, 2023 (one year and 65 days before Plaintiff's PAGA lawsuit filing date) through August 5, 2025, who worked approximately 3,556 pay periods that same time period.

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

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

9. The Parties attended a full-day mediation with experienced mediator Kevin Barnes on June 5, 2025, and settled the matter at mediation. Before agreeing to the terms of the Settlement Agreement, the Parties engaged in extensive informal discovery regarding Defendant's policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendant produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records for 30 aggrieved employees falling within Plaintiff's Aggrieved Employees definition during the applicable PAGA period. Through extensive arm's length negotiations and only after extensive discovery and investigation were performed, the Parties agreed to settlement terms.

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

10. The Parties conducted investigation of the facts and law before and after the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and

evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the PAGA Members, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, especially in this post-pandemic era when most California businesses are still struggling to remain afloat, much less prosper and make a large profit.

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

12. Under Labor Code § 2699, Defendant is subject to a civil penalty in the amount of $100 for each aggrieved employee per pay period for the initial violation, and $200 for each subsequent violation for each aggrieved employee for each pay period. As noted above, there are approximately 3,556 total pay periods for the Aggrieved Employees during the PAGA Period. Applying the maximum violation rates to the total pay periods and stacking the penalties, Plaintiff calculates the maximum exposure of the PAGA claims to be $2.916 million dollars based on $50 per pay period for meal break violations (3,556 pay periods x $50 = $177,800); $100 per pay period (with a total of 3,556 pay periods) for unpaid minimum wages, unpaid overtime, rest breaks, untimely wages, and business expense reimbursement ($355,600 x 5 different claims for a total of $1.778 million); $250 per pay period for violations of Labor Code Section 226 ($250 x 3556 = $889,000); and $500 per employee (143 employees) for inaccurate pay records (143 x $500 = $71,500). The above estimate does not reflect the realities of this case, does not take into account any of the risks discussed below, does not account for the actual violation rates that were calculated from the sampling data, and assumes a violation for every single pay period. The calculation above also assesses multiple penalties for the same pay period for the same alleged violations of different Labor Code provisions and derivative violations. I am not aware of any California state courts awarding

plaintiffs multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. This may be because the PAGA does not provide for what many employers characterize as claim splitting and not merely stacking. Additionally, PAGA states a court has discretion to award a lesser amount than the maximum penalty. Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award).

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

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

- Defendant produced and I reviewed Plaintiff's personnel file.
- I requested that Defendant provide any and all policies, memos, and guides regarding overtime and double-time wages, off the clock work, expense reimbursement, meal periods, rest breaks, meal period waivers and agreements, arbitration agreements, among others, in effect during the relevant time period. Defendant produced those policies, both independently where they existed, and as part of their employee handbook.
- I requested that Defendant provide the total number of employees, paychecks, and the pay cycles during the relevant period. Defendant provided the answers to each of these questions.
- I requested a sample of time and payroll records for the relevant time period. Defendant provided a sampling of time and pay records for 30 of its employees. This represents approximately 21% of the total employees (143) that Defendant employed during the PAGA Period based on data available at

the time.

- I then retained a professional data analyst, James Toney, to examine the records and determine the meal period violation rates, if there was any pay discrepancy in timesheet hours versus paid hours, regular rate of pay violations, and if there was any rounding/time shaving issues.

15. Plaintiff contends that the civil penalty statutes applicable to the Action arise from violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.7, 510, 512, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a sum of money for each pay period in which he or she was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis revealed an aggregate shift violation rate of <u>33.8%</u> for short, late, or no meal breaks for shifts greater than 6 hours (which occurred in 93.8% of the workdays in the sample data). If you extrapolate the 33.8% shift violation rate, it amounts to <u>77.2%</u> of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period would be $128,750, which is calculated as follows: 3,556 pay periods x 93.8% (to calculate the number of pay periods that had shifts over 5 hours long) equates to 3,336 pay periods. 3,336 pay periods x 77.2% pay period violation rate equates to approximately 2,575 pay periods wherein there was a meal period violation. 2,575 pay periods x $50/pay period (civil penalty) amounts to $128,750 in exposure. The latter exposure calculation also does not take into account the fact that Defendant had written meal period policies during the relevant PAGA period. In addition, there are risks to Plaintiff's meal period claims. Defendant contends that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendant's time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge across 143 different employees. Additionally, Defendant maintained legally compliant meal period policies as mentioned above. As such, the <u>realistic</u> exposure for meal period violations in the PAGA period would be **$90,125** ($128,750 x 70%), which attributes a 70% chance of success at trial.

16. As it relates to Plaintiff's argument for rest break violations, while Plaintiff did not have any rest break data to analyze since Defendant's employees did not clock in and clock out for rest breaks, Plaintiff utilized the meal period violation data to extrapolate for rest period violations. As such, the maximum exposure for rest period violations in the PAGA period would be $269,600, which is calculated as follows: 3,556 pay periods x 98.2% (to calculate the number of pay periods that had shifts over 3.5 hours long) equates to 3,492 pay periods. 3,492 pay periods x 77.2% pay period violation rate equates to approximately 2,696 pay periods wherein there would be a rest period violation. 2,696 pay periods x $100/pay period (civil penalty) amounts to $269,600 in exposure. However, based on the fact there is no documentary evidence of rest break violations and due to issues with manageability of the claims across 143 different employees, the <u>realistic</u> exposure for rest period violations in the PAGA period would be **$134,800** ($269,600 x 50%), which takes into account a 50% chance of success at trial. As such, the total realistic exposure for meal and rest period violations in the PAGA period would be **$224,925.**

17. As it relates to Plaintiff's argument for overtime violations, including regular rate of pay violations, Plaintiff's expert found that overtime was paid properly. Moreover, only 3 bonus payments were noted in the sampling and Defendant argued that any bonus payments were non-discretionary in nature.

18. As it relates to Plaintiff's claims for unpaid "off the clock" work, there is no documentary evidence or data at this stage that would support those claims, and Plaintiff recognizes the challenges in proving these alleged violations. As it relates to Plaintiff's claims for minimum wage violations due to rounding or time shaving, Plaintiff's data analyst did not see any violations in the sampling data and noted that hours were paid to the second decimal point. The other claims for violations of Labor Code sections 203, 204, 226, and 1174.5 for not being paid all wages owed every pay period or at the end of employment, not receiving accurate, itemized wage statements, and not keeping accurate time records, would only be derivative in nature based on potential meal/rest period violations and not recoverable. As to

claims for business expense reimbursement, Defendant argued that since walkie talkies were given to the workforce and since sales associates cannot use personal cell phones because they have to meet metrics, there is no liability for business expense reimbursement. Finally, there was also no evidence seen for violations of sick pay/sick leave or suitable seating.

19. Based on the above calculations, Plaintiff's aggregate potential exposure for the strongest disputed claims would be **$224,925**, which also represents a penalty figure which Plaintiff believes Defendant would have to pay after a court trial. Assuming that Plaintiff's calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Furthermore, Plaintiff believes there is a very low probability that any of the alleged violations would be found to be knowing and intentional based on the nature of Plaintiff's strongest claims relating to statutory breaks. Based on the above analysis, a gross settlement in the amount of $128,000 is a strong result, especially in light of the risk factors as discussed above. Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. At best, Plaintiff could hope to recover one penalty for each pay period (regardless of the different Labor Code violations that potentially occurred for the same employee, during the same pay periods). Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendant also adamantly dispute all of Plaintiff's allegations in the operative Complaint.

20. Additionally, PAGA states a court has discretion to award a lesser amount than the maximum penalty. *see* Lab. Code § 2699(e)(2) ("…a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. *"); see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is

unpersuaded by Plaintiff's evidence of willful and intentional conduct. *Carrington v. Starbucks* illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily discounted award of only $5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. *Carrington v. Starbucks*, 30 Cal. App. 5th 504 (2018). The plaintiff in *Carrington* had requested penalties in excess of $70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only $150,000 (30,000 violations x $5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Applying the same formula here and assuming there was one violation during each pay period, the award of civil penalties could not exceed $17,780 in PAGA penalties (3,556 violations x $5). *Id.* As such, this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain.

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

22. The settlement of the representative PAGA claim involves monetary relief to all Aggrieved Employees, Plaintiff, her attorneys, and the State of California. The Settlement is reasonable given the uncertainties this lawsuit entails. It is also reasonable given the structure and purpose of the PAGA, since the PAGA is not a restitution statute. Rather, it is essentially a punishment statute. It provides for civil penalties only. Within the PAGA framework she is bound by, Plaintiff, considering the evidence she faced, achieved a great result for the

employees concerned. Furthermore, any employees who are dissatisfied with the amount they received in civil penalties can pursue any damages they believe they are owed by the Defendant. The Settlement does not require them to opt out to do so.

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

24. As such, the settlement of PAGA penalties in the gross sum of $128,000.00, of which 75% of the net amount after attorney's fees, litigation costs, and settlement administration costs ($53,664.61) will be paid to the LWDA and 25% ($17,888.20) will be distributed to the Aggrieved Employees, is reasonable and appropriate under the circumstances.

Individual PAGA Payments

25. Defendant represents that there are approximately 143 Aggrieved Employees during the PAGA Period. After deducting the requested Court-approved PAGA Counsel's Fees ($42,666.66) and PAGA Counsel's Costs ($10,280.53), and the Settlement Administration Costs ($3,500.00), the Net Settlement Amount will be approximately $71,552.81. Seventy five percent (75%) of the Net Settlement Amount will be paid to the Labor and Workforce Development Agency ("LWDA") ($53,664.61), and twenty five percent (25%) ($17,888.20) of the Net Settlement Amount will be paid to the Aggrieved Employees on a pro-rata basis based upon their respective number of pay periods during the PAGA Period. With a total of 143 Aggrieved Employees, the average estimated individual PAGA payment for each Aggrieved

Employee is approximately $125.09 (25% of the estimated Net Settlement of $17,888.20) / 143 Aggrieved Employees). This is a great result given the uncertainties this lawsuit entails.

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

26. Plaintiff negotiated an individual non-wage settlement agreement in the amount of $40,000.00 separate from the PAGA Settlement. The Parties agreed that the consideration Plaintiff received pursuant to the individual settlement agreement was to settle her FEHA (Fair Employment and Housing Act) sexual harassment, failure to prevent sexual harassment. and wrongful constructive discharge claims, which were brought forth in a separate lawsuit entitled *Alexandra Wood v. TMCSF, Inc.*, Riverside Superior Court Case No. CVRI2403902. Plaintiff's individual settlement agreement does provide for additional attorneys' fees and costs to my firm. The individual settlement amount is intended to compensate Plaintiff for her emotional distress, general damages, and attorney's fees and costs.

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

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

28. I represent Plaintiff on a straight contingency basis. My firm's request for $42,666.66 in attorney fees and $10,280.53 in litigation costs is fair and reasonable. To date, I have investigated and prosecuted this matter for approximately 56.2 hours, including the initial client intake review and investigation of Defendant; drafting the initial PAGA notice as well as the complaint; reviewing Defendant's informal document production, including wage and hour policies; sending and receiving emails on the case with defense counsel, including substantive discussions and settlement communications; sending the PAGA data to Plaintiff's expert for

review/analysis and reviewing the expert's findings/conclusions; preparing for and attending mediation; communicating with Plaintiff; reviewing and redlining the PAGA settlement agreement; and drafting this PAGA approval motion. I also expect to perform additional work on this case if the Court grants final approval of the Settlement, including supervision of the Settlement Administrator's disbursement of the settlement funds to the Aggrieved Employees. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 47 fn. 11 (2008) (quoting *Shaw v. Toshiba America Information Systems, Inc.*, 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000); *See also Lafitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503, 376 (Cal. Aug. 11, 2016) (holding that courts can use the percentage method for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved a strong result for the PAGA Members and the State while bearing the substantial burdens of contingency representation.

29. Should the Court elect to use Plaintiff's Counsel's lodestar as the method for awarding fees, notwithstanding courts' clear preference for the percentage method, my request for attorney's fees of $42,666.66 (1/3 of the Gross Settlement Amount of $128,000) is fair and reasonable based on my firm's lodestar as cross-checked against the percentage of the recovery. To date, I have investigated and prosecuted this matter for over 56.2 hours. My average hourly rate during this case was $750.00/hour (15th year attorney). My total lodestar amount through April 27, 2026 is $42,150.00, which results in a multiplier of 1.01 when compared against the $42,666.66 request for attorneys' fees. [1] Moreover, I will have waited for over two years to be awarded attorneys' fees for work performed since April of 2024, when

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[1]The multiplier of 1.01 is supported by California case law. Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 49; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th at p. 255; *Natural Gas Anti-Trust Cases I, II, III & IV* (Cal. Sup. Ct. 2006) 2006 WL 5377849, *4 ("This Court and numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar in awarding fees."); *In re California Indirect Purchases* (Cal. Sup. Ct. 1998) 1998 WL 1031494, *10 (citing *Wilson v. Bank of America Nat'l Trust & Sav. Ass'n.*, (Cal Sup. Ct. 1982) No. 643872 (multiplier of 10 times the hourly rate awarded) (cited in 3 Newberg & Conte, Newberg on Class Actions, section 1403, at 14-5 n. 21), and *Glendora Community Redevelopment Agency v. Demeter* (Cal. App. 2 Dist., 1984) 155 Cal. App. 3d 465, 479 (approving fee award 12 times estimated lodestar multiplier).

Plaintiff first contacted my office, compared to Defendant's counsel who have been paid as they performed work during this case.

30. In addition, my firm incurred substantial costs, $10,280.53 to date, which consist of mediator fees, data analysis fees, and filing fees. The exact breakdown is as follows: PAGA letter filing fee $75.00; court complaint filing fee = $1,510.31; service of lawsuit fee = $180.00; data analyst fee = $800.00; mediation fee = $7,500.00; and miscellaneous filing fees = $215.22. All of these costs are documented and reasonably incurred. Accordingly, they warrant the Court's approval.

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

32. Plaintiff reiterates her request that the Court award her counsel 1/3 of the recovery as attorney fees. The award of attorney's fees sought is justified by the contingency nature of the attorney-client relationship, my experience in litigating wage and hour cases, the number of attorney hours my firm has spent on this lawsuit, the high caliber of defense counsel, the risks of non-payment and non-reimbursement, the delay in payment and cost reimbursement, and the great results Plaintiff's Counsel has achieved for the Aggrieved Employees.

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

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

a. ILYM = $3,500;

b. Phoenix Class Action Administration Solutions = $4,123.89; and

c. Apex Class Action Administration Solutions = $3,500.00.

A true and correct copy of the bid from ILYM Group is attached hereto as **Exhibit 4**. A true and correct copy of the bid from Phoenix Class Action Administration Solutions is attached hereto as **Exhibit 5**. A true and correct copy of the bid from Apex Class Action Administration Solutions is attached hereto as **Exhibit 6**. Thus, settlement administration costs provision should be given approval.

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

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

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

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

Executed on May 11, 2026 at Los Angeles, California.

Harout Messrelian,
Declarant

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT[i]

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff ALEXANDRA WOOD ("Plaintiff") and defendant TMCSF, INC. DBA RIVERSIDE HARLEY-DAVIDSON ("RSHD"). The Agreement refers to Plaintiff and RSHD collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against RSHD captioned *Alexandra Wood v. TMCSF, Inc.* initiated on July 17, 2024 and pending in Superior Court of the State of California, County of Riverside (Case No. CVR12403906)

1.2 "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all non-exempt persons employed by RSHD in California who worked for RSHD during the PAGA Period.

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

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

1.7 "Court" means the Superior Court of California, County of Riverside.

1.8 "Defense Counsel" means Spencer Waldron and Ashley Pham with Fisher & Phillips LLP.

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

1.10 "Gross Settlement Amount" means $128,000.00 which is the total amount RSHD agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

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

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

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

1.16 "PAGA Counsel" means Harout Messrelian with Messrelian Law, Inc., the attorneys representing the Plaintiff in the Action.

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

1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for RSHD for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from May 14, 2023 to August 5, 2025.

1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 "PAGA Notice" means Plaintiff's April 4, 2024 letter to RSHD and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

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

1.23 "Plaintiff" means Alexandra Woods, the named plaintiff in the Action.

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

1.25 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26 "Released Parties" means RSHD and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, and franchisors.

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

1.28 "RSHD" means named Defendant TMCSF, Inc. dba Riverside Harley-Davidson.

2. RECITALS.

2.1 On July 17, 2024, Plaintiff commenced this Action by filing a Complaint alleging claims against RSHD for failure to pay wage, failure to pay minimum wage, failure to pay overtime, failure to authorize and permit rest periods, failure to provide meal periods, failure to provide accurate itemized wage statements, failure to timely pay wages, waiting time penalties, failure to reimburse necessary expenditures, failure to provide sick pay, and failure to provide suitable seating. The Complaint is the operative complaint in the Action (the "Operative Complaint"). RSHD denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to RSHD and the LWDA by sending the PAGA Notice.

2.3 On June 5, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes which led to this Agreement to settle the Action.

2.4 Prior to mediation Plaintiff obtained, through informal discovery, pertinent payroll, timekeeping, and other data.

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

3. MONETARY TERMS.

3.1 <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, RSHD promises to pay $128,000.00 and no more as the Gross Settlement Amount. RSHD has no obligation to pay the Gross Settlement Amount prior to the deadline stated in

Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to RSHD.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be $44,800, and PAGA Counsel Litigation Expenses Payment of not more than $11,000. RSHD will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds RSHD harmless, and indemnifies RSHD, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $3,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $3,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of approximately $68,700 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, RSHD estimates there are 143 Aggrieved Employees who worked a total of 3,556 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days of the Effective Date, RSHD will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. RSHD has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which RSHD must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. RSHD shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

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

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

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all

Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when RSHD fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 <u>Release by Aggrieved Employees</u>:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including but not limited, any and all claims involving (a) any failure to pay wages, including minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods (including failure to pay meal period premiums); (d) failure to provide rest periods (including failure to pay rest period premiums) (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages; (g) failure to timely pay wages due upon termination; (h) failure to provide sick pay and suitable seating; (i) failure to provide reimbursable expenses; (j) violation of Business & Professions Code 17200 et seq.; and (k) any and all statutes and regulations referenced in the Operative Complaint or PAGA Notices.

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

6.1 <u>Plaintiff's Responsibilities</u>. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting

Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, RSHD estimates that, as of the date of this Settlement Agreement, there are 143 Aggrieved Employees who worked 3,556 pay periods during the PAGA Period. If the Pay Periods increase by more than 10%, then the Gross Settlement Amount will be increased proportionally by the number of pay periods worked in excess of 10%. For example, if the pay periods increases by 15%, then the Gross Settlement Amount will increase by 5%. In the alternative, RSHD can avoid increasing the Gross Settlement Amount by electing to end the PAGA Period when the number of PAGA Pay Periods reaches 3,911.

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

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

10. **ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 10/27/2025

By:
Plaintiff Alexandra Wood

Dated: 11/14/25

By:
Defendant TMCSF, Inc.
dba Riverside Harley-Davidson

By: Glen Espinoza

Title: Director of Operations

AGREED AS TO FORM:

Dated: 10/27/2025

By:
Harout Messrelian
Counsel for Plaintiff Alexandra Wood

Dated: 12/26/25

By: Spencer Waldron
Spencer Waldron
Counsel for Defendant TMCSF, Inc.
dba Riverside Harley-Davidson

EXHIBIT 2

Mailing Date

NOTICE OF SETTLEMENT UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT

Name
Address
Dear NAME:

ALEXANDRA WOOD v. TMCSF, INC.
Riverside County Superior Court Case No. CVRI2403906

You are receiving the enclosed check in settlement of a lawsuit entitled Alexandra Wood v. TMCSF, Inc., Case No. CVRI2403906. In the lawsuit, Alexandra Wood ("Plaintiff") pursued various claims against TMCSF, Inc. dba Riverside Harley-Davidson ("Defendant") under Labor Code § 2699 *et seq.*, the California Private Attorneys General Act of 2004 ("PAGA"). Defendant denies all of the allegations and liability for any claims in this case. The Court has approved the Settlement on behalf of the following employees ("Aggrieved Employees"): all current and former non-exempt employees of Defendant in California during the time period from May 14, 2023 to August 5, 2025 (the "PAGA Period").

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

As a result of the Settlement, all Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA") have released Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, and franchisors from the following Released Claims: all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and/or Plaintiff's PAGA notice to the LWDA and arising at any time during the PAGA Period, including but not limited to claims for PAGA penalties for violations of Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, via 2698 and 2699, and the applicable provisions of California Industrial Welfare Commission Wage Order nos. 4/7/9. The Aggrieved Employees' Released Claims are limited to claims for civil penalties under PAGA.

You may call the Settlement Administrator, Apex Class Action Administration at ______________________ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

BY CASHING THE CHECK, YOU ARE NOT GIVING UP ANY RIGHT TO SUE FOR ANY ALLEGED GRIEVANCES THAT YOU HAVE AGAINST TMCSF, INC. (d.b.a. Riverside Harley-Davidson)

EXHIBIT 3

MESSRELIAN LAW
ATTORNEYS AT LAW

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

VIA ELECTRONIC FILING **April 4, 2024**

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

TMCSF, INC.
c/o CALIFORNIA CORPORATE AGENTS, INC.
2108 N ST., STE C
SACRAMENTO, CA 95816

TMCSF, INC.
3205 EAGLE CREST DRIVE NE, SUITE 105
GRAND RAPIDS, MI 49525

ALEXANDRA WOOD v. TMCSF, INC.

RE: PRIVATE ATTORNEYS GENERAL ACT NOTICE

To Whom It May Concern:

Please be informed that our client, Ms. Alexandra Wood (hereinafter "Ms. Wood" or "our client") seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid California employees ("aggrieved employees") who worked for TMCSF, INC. dba Harley Davidson Riverside (hereinafter collectively referred to as "TMCSF") at **all** of their locations in the State of California during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

Ms. Wood started working at TMCSF on or around 2022. Ms. Wood was seemingly classified as an hourly, non-exempt employee. Ms. Wood's employment ended on or around March 29, 2024.

In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was

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ATTORNEYS AT LAW

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

In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits broader than the specific violations the named employee experienced. Therefore, even if the employee did not personally experience the Labor Code violations, the employer may still be liable to under PAGA. <u>Consequently, it is our position that Ms. Wood can equivocally bring the following labor code violations on behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of job title or job duties who worked for TMCSF at any of their locations in California during the relevant PAGA period.</u>

It is our position that TMCSF has violated the following Labor Code Sections against Ms. Wood and other similarly situated aggrieved employees, who include all non-exempt, hourly employees who worked for TMCSF at their various locations in the State of California during the relevant PAGA period.

TMCSF violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay our client and other similarly situated aggrieved employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. This is so because TMCSF had a company policy wherein they would disproportionately round down the number of hours worked, resulting in "time shaving" and further resulting in aggrieved employees not being paid for all hours worked. Furthermore, and since Ms. Wood and others worked through their meal periods while "off the clock", they were not compensated for all hours worked, which would be akin to a minimum wage violation. Moreover, TMCSF failed to provide its employees with proper and accurate reporting time pay. In terms of the "off the clock" work, it is important to note that Ms. Wood would often engage in work-related duties and activities AFTER clocking out and was unequivocally not paid for this time.

Due to the above "off the clock" violations, TMCSF also violated Labor Code §510 because it failed to pay our client and other aggrieved employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Ms. Wood's and other aggrieved employees' actual work hours entitled them to overtime compensation, however, TMCSF did not compensate its hourly, non-exempt employees with overtime or the correct amount of overtime due to the "off the clock" work and time shaving/rounding as described above and due to overall company policy. Furthermore, TMCSF failed to include bonuses/incentive payments in calculating employees' regular rate of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments

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were also not factored into employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

TMCSF also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/7/9 because it failed to provide our client and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. TMCSF did not completely relieve our client and others of all duty during said rest periods. TMCSF did not pay to our client and others one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Ms. Wood to take at least two timely, UNINTERRUPTED rest breaks per shift. The concept of uninterrupted rest breaks multiple times per shift, which were also timely, was not consistently implemented, especially when there were events occurring on Saturdays and Sundays. As such, the culture as well as the policies and procedures of TMCSF did not lend itself to the employees receiving consistent statutory rest breaks wherein they were relieved of all work duties. The environment at TMCSF was not conducive to receiving multiple statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

TMCSF violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/7/9 because it failed to provide hourly, non-exempt employees, including Ms. Wood and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. TMCSF did not completely relieve Ms. Wood and other employees of all duty during said meal periods. TMCSF did not pay to Ms. Wood and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. Ms. Wood and other hourly, non-exempt employees would not consistently receive timely, uninterrupted meal breaks which were before the 5^{th} hour. In addition, there were numerous instances wherein Ms. Wood and others would not receive meal breaks or would just work through them. The company had a policy and practice in which they would have employees fill out a "Employee Time Card Certification", however, the person in charge of having employees fill out those certifications would coach employees on what to write in the event that a meal period was not taken. For example, the company would have employees write that the employee voluntarily chose to work through the break or opted out of taking the break or chose to skip lunch and it was ok. The latter was meant to try to insulate the company from paying meal period premiums for missed, short, late, or interrupted meal periods, which happened quite often. Moreover, Ms. Wood and others did not receive a second meal period when working shifts of over 10 hours (Ms. Wood would work 12 hours at times). Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the company culture and was not consistently enforced by TMCSF. Consequently, it was the normal practice and custom of TMCSF not to consistently authorize, permit, and enforce timely statutory meal periods. If TMCSF had our client sign a meal period waiver, it would not be valid and enforceable since our client and others generally worked more than a 6-hour shift. If TMCSF had our client sign an on-duty meal period agreement wherein our client agreed to work through the meal periods, it would be invalid and unenforceable because the nature of our client's

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job does not and did not prevent her from taking a meal period and the company could have hired "breakers" to relieve Ms. Wood of her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow for our client to revoke such an agreement even if it was signed. As such, our client and others did not always receive statutory, timely meal periods during their employment. To the extent that TMCSF argues that Ms. Wood and others were paid to work through their meal period, this argument is not compelling due to the position that there was no valid meal period waiver in place and even if there was, it is still a violation to prevent an employee from taking a meal break in order to rest and recover. To the extent that TMCSF argues that employees receive meal break premium pay for missed, late or short meal and rest periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at TMCSF was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

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

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

TMCSF also violated Labor Code § 203 because it willfully failed to pay our client and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, including minimum wages, overtime compensation, and premium pay for missed meal and rest breaks.

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During the relevant time period, Ms. Wood and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by TMCSF. These costs include, but are not limited to, use of personal cell phones for work purposes, among others. During her employment, Ms. Wood needed to utilize her personal phone for work purposes, but was not reimbursed. Accordingly, TMCSF was in violation of California Labor Code sections 2800 and 2802.

Furthermore, TMCSF did not provide proper and correct/accurate sick pay that was also delineated on employee pay stubs and also failed to provide proper sick leave in violation of Labor Code sections 233 and 246. Moreover, there were no suitable seating/rest break facilities for the employees pursuant to Wage Order no. 4-2001/7-2001/9-2001.

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

In addition, Ms. Wood would have individual claims against TMCSF for sexual harassment, failure to prevent sexual harassment, harassment based on disability in violation of the Fair Employment and Housing Act (FEHA) as well as constructive discharge. During her employment, Ms. Wood was consistently sexually harassed by General Manager Michael Gunnell, who had a reputation for sexually harassing other female employees and had in fact severely sexually harassed employee Jamie Johnson. In fact, TMCSF was unequivocally aware of Mr. Gunnell's sexually harassing propensities before Mr. Gunnell started sexually harassing Ms. Wood. The sexual harassment would include quid pro quo comments about advancing within the company. Moreover, Mr. Gunnell would make comments that Ms. Wood's pigtails turned him on and would ask Ms. Wood if she touches herself thinking about him. Mr. Gunnell would also hug Ms. Wood and sexually assault her by grabbing her behind. Ms. Wood would try to pull away but would be extremely uncomfortable, especially since Mr. Gunnell would have an erection. Mr. Gunnell would consistently make advances at Ms. Wood and ask to meet with her after work hours and told Ms. Wood that he wanted to have a threesome with her and another female employee. Ms. Wood was put in an extremely difficult position with Mr. Gunnell in that she was looking for a promotion and was scared of retaliation for complaining about sexual harassment in the workplace.

In addition, Ms. Wood's direct supervisor, Jamie Mow, would also make demeaning comments in regard to Ms. Wood's disability in having Tourette's syndrome. The latter would result in Ms. Wood cracking her wrists. Ms. Mow was aware that Ms. Wood had a disability and would state to Ms. Wood that Ms. Wood needed to "work on this fucking issue…I can't stand to hear the crack of your wrist…you need to figure this the fuck out".

Ultimately, the hostile work environment described above became intolerable for Ms. Wood and she was forced to quit her employment in late March 2024.

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

MESSRELIAN LAW
ATTORNEYS AT LAW

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

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by TMCSF.

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

Very Truly Yours,

Harout Messrelian, Esq.

EXHIBIT 4

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Wood v TMCSF
Tuesday, October 21, 2025

Requesting Attorney:
Harout Messrelian, Esq.
MESSRELIAN LAW INC.
hm@messrelianlaw.com
818.810.7747

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggrieved Employees	145
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$491.05
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$2,438.95
Case Conclusion:	$570.00
Estimated ILYM Fees & Expenses:	**$3,500.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Wood v TMCSF

Tuesday, October 21, 2025

Requesting Attorney's Name: Harout Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	1	$150.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	2	$240.00
NCOA	Flat Rate	$40.00	1	$40.00
Toll-Free Customer Service Representative	Flat Rate	$61.05	1	$61.05

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

Subtotal **$491.05**

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct / QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	145	$217.50
USPS First Class 1oz Postage	Per Piece	$0.75	145	$108.75
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	19	$37.70
Preparation of Taxes	Hourly	$150.00	2	$300.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$2,438.95**

Activity	Rate Type	Unit Cost	Volume	Amount
CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Process Unclaimed Funds	Flat Fee	$350.00	1	$350.00
Declaration	Hourly	$120.00	1	$120.00

Subtotal **$570.00**

Estimated ILYM Fees & Expenses: $3,500.00

ILYM Group's Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 5

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

October 22, 2025

CASE ASSUMPTIONS

Class Members	145
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	145
Subtotal Admin Only	**$4,123.89**
Flat Fee Total	**$4,123.89**

For 145 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Case: Wood v. TMCSF, PAGA Administration

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

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

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 145 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	1	$100.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.50	23	$58.00
NCOA (USPS)	$30.00	1	$30.00
		Total	**$488.00**

* Up to 120 days after disbursement

Data Merger & Scrub / PAGA Letter & Check / Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	1	$100.00
Data Merge & Duplication Scrub	$0.09	145	$13.05
PAGA Letter and Check Packet	$1.00	145	$145.00
Estimated Postage (up to 1 oz.)*	$0.70	145	$101.50
		Total	**$359.55**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing PAGA Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$70.00	1	$70.00
Skip Tracing Undeliverables	$0.75	36	$27.19
Remail PAGA Packets	$1.00	33	$33.25
Estimated Postage	$0.70	33	$23.28
Programming Undeliverables	$50.00	1	$50.00
		Total	**$203.71**

Case Management			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Case Manager	$85.00	2	$170.00
		Total	**$335.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	2	$270.00
		Total	**$770.00**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$70.00	1	$70.00
Remail Undeliverable Checks (Postage Included)	$1.50	22	$32.63
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	3	$345.00
QSF Annual Tax Reporting * (State Tax Reporting & Escheating Uncashed Checks to the State of CA included)	$700.00	1	$700.00
		Total	**$1,967.63**

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

Estimate Total: **$4,123.89**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 6

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:		**Case Name:**	**Wood v TMCSF**
Harout Messrelian		Date:	Wednesday, October 22, 2025
Messrelian Law		RFP Number:	2018800128
hm@messrelianlaw.com			

Prepared By:
Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Number of Aggrieved Employees	**145**
Certified Language Translation:	**No**
Static Settlement Website	**No**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	1	$150.00
			Sub Total:	$275.00
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	2	$280.00
			Sub Total:	$760.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	$120.00	1	WAIVED
Bilingual Toll-Free Contact Center	Static Rate	$25.00	1	$25.00
NCOA Address Update (USPS)	Static Rate	$25.00	1	$25.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$50.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	$120.00	3	$360.00
Account Management and Reconciliation	Per Hour	$140.00	3	$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	$1.50	145	$217.50
USPS First Class Postage	Per Piece	$0.78	145	$113.10
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.50	15	$36.25
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	5	$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$250.00	1	$250.00
			Sub Total:	$3,146.85
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	1	$135.00
Project Management Reconciliation	Per Hour	$100.00	1	$100.00
Declarations	Per Hour	$120.00	1	$120.00
			Sub Total:	$355.00
			WILL NOT EXCEED:	$3,500.00

Thank you for your business!

APEX
CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of $1.50 per storage box for paper documents and $0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 7