

KINGSLEY SZAMET

EMPLOYMENT LAWYERS

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LIANE LY LAW

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Tel: (818) 208-2312

Attorneys for Plaintiff and all aggrieved employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MELISSA MERLOS; MARA SARHAJ
MORENO QUINONEZ, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

BISHOP GOLD GROUP, LLC; and DOES
1 thru 50, inclusive,

DEFENDANTS.

Case No. 22STCV07773

[Case Assigned for All Purposes to Hon. Rupert
A. Byrdsong in Dept. 28]

**DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
MOTION FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

Date: March 12, 2026

Time: 8:30 A.M.

Dept.: 28

Reservation Number: 965970159187

Complaint Filed: March 3, 2022

Trial Date: November 3, 2025

DECLARATION OF LIANE KATZENSTEIN LY

I, Liane Katzenstein Ly declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am the attorney of record for Plaintiffs MELISSA MERLOS; MARA SARHAJ MORENO QUINONEZ in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiff's Motion for Approval of Representative Action in the above-captioned case.

3. My rate for representation in employment matters in the Los Angeles area is \$880 per hour.

4. As an employment litigation practitioner in Los Angeles, I am familiar with the hourly rates charged in the local community for employment litigators. I am also generally familiar with the facts of this case and the resulting award to the Plaintiff.

5. My firm, Liane Ly Law, and Kingsley Szamet Employment Lawyers entered into an attorney fee-sharing agreement, which Plaintiff approved. The distribution of the fee award in this matter will be made pursuant to Rule 1.5.1 of the California Rules of Professional Conduct and the parties' agreement.

6. The rates claimed here by the attorneys at Kingsley Szamet Employment Lawyers are well within the range that would be billed and paid as the services performed regardless of ultimate success for employment litigators in the Los Angeles legal market.

7. My firm's attorneys' fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Liane Ly	45.7	\$880	\$40, 216.00
LIANE LY LAW TOTAL ATTORNEYS' FEES	45.7		\$40, 216.00

EXHIBITS

8. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed

1 attorney fee sharing agreement with Kingsley Szamet Employment Lawyers.

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

4 This declaration was executed this 16th day of December, 2025, in Encino, California.

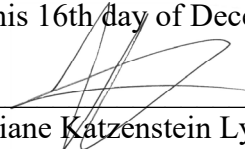
5
6 
Liane Katzenstein Ly

EXHIBIT "1"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
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(818) 990-8300 

STATEMENT AND DISCLOSURE OF AGREEMENT FOR COST-SHARING AND DIVISION OF ATTORNEYS' FEES

This written Statement and Disclosure of Agreement for Cost-Sharing and Division of Attorneys' Fees ("Agreement") is by and between Kingsley Szamet Employment Lawyers ("KS") and Liane Ly Law ("LLL"). It is made pursuant to California Rules of Professional Conduct, Rule 1.5.1 (formerly Rule 2-200), in the matter entitled *Melissa Merlos; Mara Sarhaj Moreno Quinonez v. Bishop Gold Group, LLC* and/or related entities, to designate cost expenditure obligations and any attorneys' fees recovered from the settlement or trial or other disposition of the Action.

A. Costs

1. KS will advance all litigation costs of this matter.
2. If any money is recovered in the Action, such funds shall first be applied to repay KS for all of their costs advanced.

B. Attorneys' Fees

3. After full repayment to KS for costs incurred, and payment to Dadgostar Law LLP, the remaining amount of money generated shall be divided as follows:
 - a. KS is to receive 50% of the fee; and
 - b. LLL is to receive 50% of the fee.

C. Miscellaneous

4. The total amount of attorneys' fees recovered, if any, shall not be increased by reason of this Agreement.
5. In the event of a dispute between the law firms to this Agreement, the Parties agree to first mediate their differences with the assistance of a neutral mediator, and if unsuccessful, submit the dispute to a mutually agreeable arbitrator in binding arbitration.
6. Any modifications to this Agreement shall be in writing.
7. A signature by facsimile, email, and/or a copy of a signature is deemed valid,

binding, and enforceable. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed as an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

ACCEPTED AND AGREED

DATED: January 6, 2025

**KINGSLEY SZAMET EMPLOYMENT
LAWYERS**

By: 
Eric B. Kingsley

ACCEPTED AND AGREED

DATED: January 6, 2025

LIANE LY LAW

By: 
Liane Katzenstein Ly

CLIENT CONSENT

DATED: 01/06/2025

CLIENT: Mara Sarhaj Moreno Quinonez


Signature

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 17, 2025, I served all interested parties in this action the following documents described as: **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Stephen G. Larson
slarson@larsonllp.com
Paul A. Rigali
prigali@larsonllp.com
Mehrunisa Ranjha
mranjha@larsonllp.com
Clinton A. Ford Jr.
cford@larsonllp.com
LARSON LLP
555 South Flower Street, 30th Floor
Los Angeles, California 90071

Attorneys for Defendant

LIANE LY LAW
Liane Katzenstein Ly
liane@lianelylaw.com
601 South Figueroa Street
Suite 1950
Los Angeles, CA 90017

Attorneys for Plaintiff and all aggrieved employees

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/432>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 16, 2025, at Chino, California.



Leslie Sanchez