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6

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF RIVERSIDE**
9 **(UNLIMITED JURISDICTION)**

10 JESSICA GASCON,
11

12 Plaintiff,

13 vs.

14 OMEGA EXTRUDING CORP. OF
15 CALIFORNIA; and DOES 1 to 25, inclusive,

16 Defendants.
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Case No.: CVRI2305243

*[Assigned for all purposes to Honorable
Harold Hopp, Judge]*

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

[Filed Concurrently with Notice of Motion,
Memorandum of Points and Authorities,
Declaration of Jessica Gascon, Declaration of
Michael Sutherland, and Proposed Order]

Hearing Date: September 16, 2026
Time: 8:30 a.m.
Department: 1

Complaint Filed: October 3, 2023

1 **DECLARATION OF HAROUT MESSRELIAN**

2 I, Harout Messrelian, declare as follows:

3 1. I am an attorney duly licensed to practice before all the Courts of the State of
4 California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for
5 Plaintiff Jessica Gascon (“Plaintiff”) in her lawsuit against Defendant Omega Extruding Corp.
6 of California (hereinafter “OMEGA” or “Defendant”).

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

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

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

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

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

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

4 5. Defendants own and operate a plastic bag manufacturer and extrusion company
5 in Rancho Cucamonga, California. Plaintiff Jessica Gascon (“Plaintiff”) was classified as an
6 hourly, non-exempt employee and worked for Defendant at their facility, located at 9614 Lucas
7 Ranch Rd., Rancho Cucamonga, CA 91730 from approximately October 2019 through on or
8 around May 2023.

9 6. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit
10 under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq.
11 (“PAGA”). On March 17, 2023, Plaintiff Jessica Gascon on behalf of herself and Defendant’s
12 other California non-exempt employees (hereafter collectively the “Aggrieved Employees”)
13 gave written notice by electronic service to the California Labor and Workforce Development
14 Agency (“LWDA”) and via certified mail to Defendant of their claims against Defendant. In
15 her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees
16 that Defendant (1) failed to compensate for all hours worked and to pay minimum wages
17 (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation (Labor
18 Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to
19 provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages due
20 during employment (Labor Code Section 204); (6) failed to provide accurate itemized wage
21 statements (Labor Code Section 226); (7) failed to keep accurate and complete payroll records
22 (Labor Code Section 1174/1174.5); (8) failed to pay wages at the end of employment (Labor
23 Code section 203); (9) failed to reimbursement business expenses (Labor Code section
24 2800/2802); and (10) failed to provide accurate sick pay (Labor Code section 233/246).

25 Attached as **Exhibit 3** to this Declaration is a true and correct copy of Plaintiff’s March 17,
26 2023, LWDA PAGA Notice. Plaintiff filed her initial lawsuit against Defendant on October 3,
27 2023, in the Superior Court for the State of California, County of Riverside, Case No.
28 CVRI2305243, with one cause of action for PAGA penalties on the same theories as outlined

1 in the PAGA Notice.

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

3 7. Through informal discovery, Defendant produced records and represented that
4 they employed approximately 372 workers falling within Plaintiff's Aggrieved Employees
5 definition for the period from July 30, 2022 (one year and 65 days before Plaintiff's PAGA
6 lawsuit filing date) through March 30, 2026, who worked approximately 11,152 pay periods
7 that same time period.

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

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

13 9. The Parties had attended a pre-litigation mediation with Mark Lemke on
14 October 3, 2023, which was unsuccessful, and then attended a full-day mediation with
15 experienced mediator Adrienne Publicover on January 28, 2026, wherein the matter was
16 settled. Before agreeing to the terms of the Settlement Agreement, the Parties engaged in
17 extensive informal discovery regarding Defendant's policies, practices, operations, time and
18 payroll information and other topics. Prior to negotiation, Defendant produced Plaintiff's
19 personnel file, time and payroll data for Plaintiff, and time records and payroll records for 264
20 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and during the
21 applicable PAGA period. Through extensive arm's length negotiations and only after extensive
22 discovery and investigation were performed, the Parties agreed to settlement terms.

23 ***Fairness of the PAGA Settlement and Penalty Calculations –***

24 ***PAGA CMO Section D(2)(c)-(h)***

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

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

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

12 12. Under Labor Code § 2699, Defendant is subject to a civil penalty in the amount
13 of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each
14 subsequent violation for each aggrieved employee for each pay period. As noted above, there
15 are approximately 11,152 total pay periods for the Aggrieved Employees during the PAGA
16 Period. Applying the maximum violation rates to the total pay periods and stacking the
17 penalties, Plaintiff calculates the maximum exposure of the PAGA claims to be \$9,107,000
18 based on \$50 per pay period for meal break violations (11,152 pay periods x \$50 = \$557,600);
19 \$100 per pay period (with a total of 11,152 pay periods) for rest breaks, unpaid overtime,
20 business expense reimbursement, unpaid minimum wages, and untimely wages (\$1,115,200 x
21 5 for a total of \$5,576,000); \$250 per pay period for violations of Labor Code Section 226
22 (\$250 x 11,152 = \$2,788,000); and \$500 per employee (372 employees) for inaccurate pay
23 records (372 x \$500 = \$186,000). The above estimate does not reflect the realities of this case
24 and does not take into account any of the risks discussed below and assumes a violation for
25 every single pay period. As such, the Parties discounted potential civil penalties for multiple
26 reasons. For one, the analyzed data revealed violation rates far less than 100% (i.e. for meal
27 period violations) and did not evidence any rounding/minimum wage violations on paper. The
28 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.*, 203 Cal. App. 4th 1112, 1135 (2012) (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:

- Defendants 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 264 of its employees. This represents approximately 71% of the total employees (372) 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 37.7% for short, late, or no meal breaks for shifts greater than 5 hours (which occurred in 99.2% of the workdays in the sample data). If you extrapolate the 37.7% shift violation rate, it amounts to 62.6% 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 **\$346,250**, which is calculated as follows: 11,152 pay periods x 99.2% (to calculate the number of pay periods that had shifts over 5 hours long) equates to 11,063 pay periods. 11,063 pay periods x 62.6% pay period violation rate equates to approximately 6,925 pay periods wherein there was a meal period violation. 6,925 pay periods x \$50/pay period (civil penalty) amounts to \$346,250 in exposure. There are risks to Plaintiff's meal period claims. Defendants contend that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken, and that determining from Defendants' time records the exact reasons why a meal period appears short, late, or not taken would present individualized inquiries and potential manageability problems. The latter exposure calculation does not take into account the fact that Defendant had written meal period policies. Discounting the meal period exposure by 20% to account for these risks yields a realistic rest break exposure of approximately **\$277,000**.

1 16. As it relates to Plaintiff’s argument for rest break violations, while Plaintiff did
2 not have any rest break data to analyze since Defendant’s employees did not clock in and clock
3 out for rest breaks, Plaintiff utilized the meal period violation data to extrapolate for rest period
4 violations. As such, if you extrapolate the 37.7% shift violation rate, it amounts to 62.6% of
5 pay periods having at least one rest period violation. As such, the maximum exposure for rest
6 period violations in the PAGA period would be **\$692,500.00**, which is calculated as follows:
7 11,152 pay periods x 99.2% (to calculate the number of pay periods that had shifts over 3.5
8 hours long) equates to equates to 11,063 pay periods. 11,063 pay periods x 62.6% pay period
9 violation rate equates to approximately 6,925 pay periods wherein there was a meal period
10 violation. 6,925 pay periods x \$100/pay period (civil penalty) amounts to \$692,500.00 in
11 exposure. Plaintiff recognizes substantial risk on this claim, however, because Defendants did
12 not track rest periods on paper—nor does the law require such tracking, as is common for most
13 California businesses—which makes proof of rest break violations difficult. The latter
14 exposure calculation also does not take into account the fact that Defendant had written rest
15 period policies. Discounting the rest period exposure by 40% to account for these risks yields a
16 realistic rest break exposure of approximately **\$415,500**.

17 17. As it relates to Plaintiff’s other claims, there would be substantial issues with
18 proof. As it relates to “off the clock”, minimum wage and rounding claims, Plaintiff’s claim
19 fails because there was no rounding—Defendant paid employees’ hours to the second decimal
20 point. As it relates to straight overtime, the data showed that overtime hours were paid
21 correctly when employees did in fact work overtime. Additionally, Defendant operated under
22 an Alternative Work Week Schedule of 10 hours a day for 4 days a week. The data analysis
23 indicated that overtime was paid correctly based on the Alternative Work Week schedule. As it
24 relates to Plaintiff’s claim of business expense reimbursement, Defendant argued that personal
25 cell phones were not required to perform job duties, and in any event, the inquiry would be
26 individualized in nature. Defendant also argued that to the extent employees utilized their
27 personal cell phones to communicate with management and/or co-workers in the same factory,
28 that was a voluntary choice. For the argument that employees needed to provide their own

1 uniforms, gloves, and staple guns, Defendant argued that those items were in fact provided to
2 employees.

3 18. In terms of any regular rate issue, while bonuses, incentive payments, or shift
4 differential payments were noted in the sampling, these payments were seen in less than half
5 percent of the pay periods in the sample and would not be significant. Moreover, Defendant
6 argued that any bonus or incentive payments would be discretionary in any event. The other
7 derivative claims for violations of Labor Code sections 203, 204, 226, and 1174.5 for not being
8 paid all wages owed every pay period or at the end of employment, not receiving accurate,
9 itemized wage statements, and not keeping accurate time records, would not be triggered based
10 on potential meal and/or rest period violations.

11 19. Based on the above calculations, Plaintiff's aggregate potential exposure for the
12 strongest disputed claims would be **\$692,500** and this also represents a penalty figure which
13 Plaintiff believes Defendant would have to pay after a court trial. Assuming that Plaintiff's
14 calculations and analysis are accurate, the maximum exposure presumes that the Court will not
15 reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Furthermore, Plaintiff
16 believes there is a very low probability that any of the alleged violations would be found to be
17 knowing and intentional based on the nature of Plaintiff's strongest claims relating to statutory
18 breaks. Based on the above analysis, a gross settlement in the amount of \$415,000 is a strong
19 result, especially in light of the risk factors as discussed above. Moreover, Plaintiff is aware of
20 no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for
21 the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff
22 faces is that the Court would refuse to "stack" civil penalties arising under the various Labor
23 Code statutes. At best, Plaintiff could hope to recover one penalty for each pay period
24 (regardless of the different Labor Code violations that potentially occurred for the same
25 employee, during the same pay periods). Furthermore, judges have awarded extremely small
26 sums to PAGA claimants in the past. Defendant also adamantly dispute all of Plaintiff's
27 allegations in the operative Complaint.

1 20. Additionally, PAGA states a court has discretion to award a lesser amount than
2 the maximum penalty. *see* Lab. Code § 2699(e)(2) (“...a court may award a lesser amount than
3 the maximum civil penalty amount specified by this part if, based on the facts and
4 circumstances of the particular case, to do otherwise would result in an award that is unjust,
5 arbitrary and oppressive, or confiscatory.”); *see also* *Thurman v. Bayshore Transit*
6 *Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (reducing PAGA award). There is a
7 substantial risk that the Court could reduce civil penalties to an insignificant amount if it is
8 unpersuaded by Plaintiff’s evidence of willful and intentional conduct. *Carrington v. Starbucks*
9 illustrates this. In that case, the Court of Appeal affirmed a trial court’s heavily discounted
10 award of only \$5 per violation because it was within the Court’s discretion to significantly
11 reduce PAGA penalties even when there is a finding that a violation of the California Labor
12 Code occurred. *Carrington v. Starbucks*, 30 Cal. App. 5th 504 (2018). The plaintiff in
13 *Carrington* had requested penalties in excess of \$70 million and was successful in proving the
14 PAGA claim during a bench trial. However, the trial court reduced the total award after trial to
15 only \$150,000 (30,000 violations x \$5) and stated that this reduction was warranted because
16 imposing the maximum penalty would be “unjust, arbitrary, and oppressive”, based on
17 Starbucks’s “good faith attempts” to comply with meal break obligations and because the
18 Court found the violations were minimal. Applying the same formula here and assuming there
19 was one violation during each pay period, the award of civil penalties could not exceed
20 \$55,760 in PAGA penalties (11,152 violations x \$5). As such, this Settlement is a great result
21 based solely on the risk the Court chooses to apply the *Carrington* formula. Thus, the chance
22 of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain.

23 21. The Parties further recognize that the issues presented in the representative
24 PAGA claim are likely only to be resolved with extensive and costly pretrial and trial
25 proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay,
26 and expense disproportionate to the maximum potential benefits to the Aggrieved Employees
27 and Plaintiff from continued litigation, especially in the post pandemic era where further and
28 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 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. 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 arm's-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 \$415,000, of which 75% of the net amount after attorney's fees, litigation costs, Plaintiff's enhancement awards, and settlement administration costs (\$187,434.94) will be paid to the LWDA and 25% (\$62,478.31) will be distributed to the Aggrieved Employees, is reasonable and appropriate under the circumstances.

Individual PAGA Payments

25. Defendants represent that there are approximately 372 Aggrieved Employees during the PAGA Period. After deducting the requested Court-approved PAGA Counsel's Fees

1 (\$138,333.33) and PAGA Counsel's Costs (\$11,763.42), Plaintiff's enhancement award
2 (\$10,000.00) and the Settlement Administration Costs (\$4,990), the Net Settlement Amount
3 will be approximately \$249,913.25. Seventy five percent (75%) of the Net Settlement Amount
4 will be paid to the Labor and Workforce Development Agency ("LWDA") (\$187,434.94), and
5 twenty five percent (25%) (\$62,478.31) of the Net Settlement Amount will be paid to the
6 Aggrieved Employees on a pro-rata basis based upon their respective number of pay periods
7 during the PAGA Period. With a total of 372 Aggrieved Employees, the average estimated
8 individual PAGA payment for each Aggrieved Employee is approximately \$167.95 (the 25%
9 Aggrieved Employee share in the amount of \$62,478.31 / 372 Aggrieved Employees). This is a
10 great result given the uncertainties this lawsuit entails.

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

12 26. I represent Plaintiff on a straight contingency basis. My firm's request for
13 \$138,333.33 in attorney fees and \$11,763.42 in litigation costs is fair and reasonable. To date,
14 my firm has investigated and prosecuted this matter for approximately **103.85** hours, including
15 drafting the initial PAGA notice as well as the complaint; reviewing Defendant's informal
16 document production, including wage and hour policies; sending and receiving emails on the
17 case with defense counsel, including substantive discussions and settlement communications;
18 sending the PAGA data to Plaintiff's expert for review/analysis and reviewing the expert's
19 findings/conclusions; propounding and responding to PAGA discovery; preparing Plaintiff for
20 and attending Plaintiff's deposition; preparing for and conducting a deposition of Defendant's
21 Person Most Knowledgeable; preparing for and attending two mediations; and drafting this
22 PAGA approval motion. I also expect to perform additional work on this case if the Court
23 grants final approval of the Settlement, including supervision of the Settlement Administrator's
24 disbursement of the settlement funds to the Aggrieved Employees. "Empirical studies show
25 that, regardless of whether the percentage method or the lodestar method is used, fee awards in
26 class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.* (2008) 162
27 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems, Inc.* (E.D.
28 Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug. 11,

2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (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.

27. 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 \$138,333.33 (1/3 of the Gross Settlement Amount of \$415,000) is fair and reasonable based on my firm's lodestar as cross-checked against the percentage of the recovery.

28. To date, I have investigated and prosecuted this matter for over 83.1 hours. My average hourly rate during this case was \$750.00/hour (currently 16th year attorney). To date, my associate, Virgina Hazarian has investigated and prosecuted this matter for over 5.5 hours. Her average hourly rate during this case was \$500.00/hour (currently 9th year attorney). To date, my associate, Michael Bourgi has investigated and prosecuted this matter for over 8.5 hours. His average hourly rate during this case was \$350.00/hour (currently 2nd year attorney). To date, my associate, Yervand Boyajyan has investigated and prosecuted this matter for over 6.75 hours. His average hourly rate during this case was \$300.00/hour (1st year attorney). My firm's total lodestar amount through June 15, 2026 is \$70,075, which results in a multiplier of 1.97 when compared against the \$138,333.33 request for attorneys' fees.¹ Moreover, my firm will have waited for over three years to be awarded attorneys' fees for work performed since March of 2023, when Plaintiff first contacted my office, compared to Defendant's counsel who have been paid as they performed work during this case.

¹The multiplier of 1.97 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).

29. In addition, my firm incurred substantial costs, \$11,763.42 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 = \$1,509.31; deposition fee = \$1,274.30; data analyst fee = \$2,602.50; mediation fee = \$6,000; misc. filing fees = \$158.11; personal service of discovery questions = \$144.20. All of these costs are documented and reasonably incurred. Accordingly, they warrant the Court's approval.

30. 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, Christina Loni of Wood, Smith, Henning, & Berman LLP, also supports the fairness and reasonableness of the requested fee award.

31. 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)

32. 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 Apex's bid was the lowest.

a. ILYM Group, Inc. = \$5,550.00;

b. Apex Class Action Administration Solutions = \$4,990.00; and

1 c. Phoenix Class Action Administration Solutions = \$5,441.23.

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

7 33. Furthermore, the Declaration of Michael Sutherland with attached exhibits, filed
8 under separate cover, sets forth Apex’s qualifications and costs to administer the settlement.
9 *See generally* Declaration of Michael Sutherland. Thus, the settlement administration costs
10 provision should be given approval.

11 ***Plaintiff’s Enhancement Award – PAGA CMO Section D(5)***

12 34. Plaintiff’s Service Award is being paid to Plaintiff for her service to the State of
13 California and the Aggrieved Employees in prosecuting the Lawsuit and for her General
14 Release. Agreement ¶¶ 1.29, 3.2.2; *See generally* Declaration of Jessica Gascon (“Gascon
15 Decl.”).

16 35. The PAGA statute does not forbid service awards. California federal district
17 court decisions recognize that incentive awards may be awarded in PAGA-only representative
18 actions. In *Mancini v. W.&S. Life Ins. Co.*, the court noted that the plaintiff had “asserted no
19 non-PAGA claims.” *Mancini v. W.&S. Life Ins. Co. U.S. Dist.*, LEXIS 160320 at 7 (S.D. Cal.
20 2018). The settlement agreement under consideration provided for \$5,000 as “an incentive
21 award to Plaintiff for his status as the PAGA representative.” *Id.* at 7. The district court took no
22 issue with the fact that the case involved claims solely under PAGA, instead holding that the
23 terms of the settlement agreement – including “the provision[] for incentive awards” – were
24 “reasonable.” *Id.* at 5. Further, in *Bruce v. Del Monte Foods, Inc.*, the district court granted an
25 incentive award to the named plaintiff out of a settlement sum “treated exclusively as a civil
26 penalty under PAGA.” *Bruce v. Del Monte Foods, Inc.*, U.S. Dist. LEXIS 53800 at 1 (N.D.
27 Cal. 2018). Although the court ultimately reduced the named plaintiff’s requested incentive
28 award, cautioning that “enhancement or incentive awards are to be treated with skepticism[,]”

1 the court nonetheless granted an additional award to the named plaintiff, noting that the named
2 plaintiff had made representations about “possible injury and expense above and beyond” that
3 sustained by other Plaintiff. *Id.* at 7.

4 36. Plaintiff’s Enhancement Award of \$10,000 for her service to the State of
5 California and the Aggrieved Employees in prosecuting the Lawsuit is entirely reasonable
6 given Plaintiff’s efforts in the Lawsuit and the risks she undertook on behalf of the Aggrieved
7 Employees. *See generally* Gascon Decl. Plaintiff devoted many hours advancing the interests
8 of the Aggrieved Employees. *Id.* The work Plaintiff has done on this case includes hiring my
9 firm, speaking with our office on many occasions by phone, explaining what her employment
10 at OMEGA was like, explaining what her employment at OMEGA had in common with other
11 employees who worked for OMEGA, explaining her claims to me and my staff, providing
12 information as part of two separate mediations, preparing for and having her deposition taken,
13 and communicating with me and my staff about the settlement agreement and related
14 documents. In doing this, Plaintiff has been exposed to significant risks, including the risk of
15 an order to pay Defendant’s attorneys’ fees and costs if this action had been unsuccessful and
16 in bad faith (See Labor Code §§ 218.5-218.6). The efforts and risks that Plaintiff undertook on
17 behalf of the Aggrieved Employees show that the proposed Enhancement Award to Plaintiff is
18 fair, adequate, and reasonable, and thus warrants approval. *See generally* Gascon Decl.

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

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

26 //

27 //

28 //

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

3 Executed on June 29, 2026, in Los Angeles, California.

4
5 /s/Harout Messrelian

6 Harout Messrelian,
7 Declarant
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Jessica Gascon ("Plaintiff") and defendant Omega Extruding Corp. of California ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

I. DEFINITIONS

1.1 "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned Gascon v. Omega Extruding Corp. of California, Case No. CVRI 2305243, initiated on October 3, 2023, and pending in the Superior Court of the State of California, County of Riverside.

1.2 "Administrator" means APEX, 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 any person employed by Defendant in California, classified as a non-exempt hourly employee, who worked for Defendant during the PAGA Period, as defined below. The aggrieved group consists of current and former non-exempt or hourly paid employees in California during the relevant period.

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

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

1.7 "Court" means the Superior Court of California, County of Riverside. The Action is pending in the Superior Court of California, County of Riverside.

1.8 "Defense Counsel" means WOOD, SMITH, HENNING & BERMAN, 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 the day the Court enters Judgment.

1.10 "Gross Settlement Amount" means \$415,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 (Escalator) below.

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 PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period. Individual PAGA Payments are the Aggrieved Employees' pro rata share of 25% of PAGA penalties based on pay periods.

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.

1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i). Seventy-five percent (75%) of PAGA penalties are allocated to the LWDA and twenty-five percent (25%) to Aggrieved Employees.

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, Enhancement Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments. The Net Settlement Amount is the Gross Settlement Amount minus Court-approved payments for LWDA share, Individual PAGA Payments, PAGA Counsel fees and costs, and administration expenses.

1.16 "PAGA Counsel" means MESSRELIAN LAW INC., attorneys representing Plaintiff in the Action.

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

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

1.19 "PAGA Period" means the period from July 30, 2022, to March 30, 2026.

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

1.21 "PAGA Notice" means Plaintiff's March 17, 2023, letter to Defendant 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 75% to LWDA, in settlement of PAGA claims. PAGA penalties are allocated 75% to the LWDA and 25% to Aggrieved Employees.

1.23 "Plaintiff" means the named plaintiff in the Action, Jessica Gascon.

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 as described in Paragraph 5 below.

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

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

1.28 "Defendant" means Omega Extruding Corp. of California.

1.29 "Enhancement Award" means the amount that the Court awards to Plaintiff for her services in connection with the Action, which will be up to \$10,000 and part of the Net Settlement Amount, subject to Court approval.

II. RECITALS

2.1 On October 3, 2023, Plaintiff commenced this Action by filing a Complaint alleging a representative PAGA claim against Defendant. Defendant denies the allegations in the operative complaint and denies any failure to comply with the laws identified therein 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 Defendant and the LWDA by sending the PAGA Notice.

2.3 On January 28, 2026, the Parties participated in an all-day mediation presided over by mediator Adrienne Publicover, which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through discovery, information reasonably necessary to facilitate a meaningful mediation, including time records and wage data for Plaintiff and Aggrieved Employees during the PAGA Period.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are aware of other pending matters or actions asserting claims that will be extinguished or affected

by the Settlement. The Court's PAGA Case Management Order requires disclosure of related overlapping representative matters in connection with settlement approval.

III. MONETARY TERMS

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 (Escalator) below, Defendant promises to pay \$415,000.00 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of up to one-third of the Gross Settlement Amount for Harout Messrelan/Messrelan Law Inc., plus a PAGA Counsel Litigation Expenses Payment for reasonable costs actually incurred, in amounts to be approved by the Court. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.

3.2.2 To Plaintiff: PAGA counsel shall request up to \$10,000 for Plaintiff (i.e., Enhancement Award). Any reduction in the amount of the Enhancement Award by the Court will be part of the Net Settlement Amount.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$4,990.00, except upon a showing of good cause and as approved by the Court. Any reduction shall remain in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing 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. Individual PAGA Payments are calculated pro rata based on each Aggrieved Employee's number of PAGA Pay Periods.

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

IV. SETTLEMENT FUNDING AND PAYMENTS

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 372 Aggrieved Employees who worked a total of 11,152 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Within 15 days after Preliminary Approval, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Administrator must maintain the Aggrieved Employee Data in confidence, use it only for purposes of this Settlement and restrict access to employees who need such access to perform this Agreement. Defendant must promptly supplement any missing or corrected information.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees Payment and Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and 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 via First Class U.S. Mail, postage prepaid, with a void date not less than 180 days after mailing. Before mailing, the Administrator must update addresses using the National Change of Address Database. Settlement checks shall have a void date of not less than 180 days, with address updates through the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all returned checks without forwarding addresses and re-mail within 7 days. Replacement checks shall be issued upon request before the void date.

4.4.3 For any uncashed, cancelled checks 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. Uncashed funds may be transmitted to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 Payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments beyond those specified in this Agreement.

V. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the operative complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits outside the PAGA Period. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, those now known but agrees that Plaintiff's Release shall remain effective notwithstanding such differences.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaint and the PAGA Notice.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA fees incurred in connection with the operative complaint and the PAGA Period facts stated in the operative complaint and the PAGA Notice.

5.4 Scope Consistent with Court Guidance. The Parties agree the releases are limited to PAGA penalties identified in the PAGA Notice and alleged in the operative complaint, and bind only the named Plaintiff and the State of California with respect to PAGA penalties, without releasing individual wage or damages claims of non-party aggrieved employees.

VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (l)(2), including those set forth in the Model Agreement, and will submit the Agreement to the LWDA.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for finalizing and filing the motion for approval within 30 days after full execution, obtaining a prompt hearing date, and appearing to advocate in favor of approval.

6.3 Duty to Cooperate. If the Court conditions approval on any material change, the Parties will work in good faith to modify the Agreement to satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected APEX to serve as the Administrator and verified neutrality and competency.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for required tax reporting.

7.3 Qualified Settlement Fund. The Administrator shall establish a Qualified Settlement Fund under Treas. Reg. § 1.468B-1.

7.4 Administrator Duties. The Administrator shall perform all tasks assigned by this Agreement.

VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1 Estimates. The Parties agree there are 372 Aggrieved Employees and 11,152 PAGA Pay Periods during the PAGA Period, for purposes of calculating Individual PAGA Payments on a per-pay-period pro rata basis.

8.2 Escalator. If the total number of PAGA Pay Periods or Aggrieved Employees during the PAGA Period, as ultimately calculated from Defendant's records and verified by the Administrator, exceeds the estimates in Paragraph 8.1 by any amount, the Gross Settlement Amount shall increase proportionally by ten percent (10%) of the percentage by which the final total number exceeds the estimate (the "10% Escalator"). For example, if PAGA Pay Periods are 5% higher than 11,152, the Gross Settlement Amount increases by 0.5% (which is 10% of 5%). Any escalator increase shall be allocated pro rata to Individual PAGA Payments and the LWDA share in the same proportions as otherwise provided herein.

IX. 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 this Agreement, including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties waive all rights to appeal from the Judgment.

X. ADDITIONAL PROVISIONS

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of disputed claims and is not an admission of liability. Representative treatment is for settlement purposes only. The

10.2 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties concerning the Settlement.

10.3 Attorney Authorization. Counsel warrant authority to execute and effectuate this Agreement.

10.4 Cooperation. The Parties and counsel will cooperate in good faith to implement the Settlement and to modify the Agreement as requested by the Court.

10.5 No Prior Assignments. Each Party represents no assignment of released claims.

10.6 No Tax Advice. Neither Party nor counsel provide tax advice in this Settlement.

10.7 Modification of Agreement. Any amendment must be in a signed writing and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement binds and benefits successors.

10.9 Applicable Law. California law governs this Agreement.

10.10 Cooperation in Drafting. No presumption against any Party as drafter.

10.11 Confidentiality. To the extent permitted by law, confidentiality provisions during the Action survive execution.

10.12 Use and Return of Aggrieved Employee Data. Aggrieved Employee Data shall be used only for this Settlement and destroyed or returned as specified herein.

10.13 Headings. Headings are for convenience only.

10.14 Calendar Days. All "days" are calendar days; deadlines falling on weekends or holidays roll to the next business day.

10.15 Notice. All notices in connection with this Agreement will be in writing and deemed given as of the third business day after mailing by U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Harout Messrelian, Esq.
Messrelian Law Inc.,
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203;
Email: hm@messrelianlaw.com

To Defendant:

Christina Loni, Esq.
Wood, Smith, Henning & Berman, LLP
901 Via Piemonte, Suite 205,
Ontario, CA 91764
Email: cloni@wshblaw.com

10.16 Execution in Counterparts. This Agreement may be executed in counterparts and by electronic signatures, each deemed an original.

10.17 Stay of Litigation. Upon execution, the litigation shall be stayed except to effectuate this Agreement, and the period to bring the case to trial shall be extended for the settlement process.

XI. ADDITIONAL TERMS REQUIRED BY COURT AND PARTIES.

11.1 PAGA Period. The Parties agree the PAGA Period is July 30, 2022, through March 30, 2026.

11.2 Non-Opposition to Enhancement Payment. Defendant agrees not to oppose Plaintiff's request for a \$10,000 enhancement payment in recognition of her service as PAGA representative, subject to Court approval.

11.3 Mediator. The Parties participated in a mediation with Adrienne Publicover on January 28, 2026, at which the Parties reached agreement on the material terms of this Settlement.

11.4 Fees and Costs. PAGA Counsel will seek attorneys' fees equal to one-third of the Gross Settlement Amount and reasonable litigation costs, subject to Court approval, and Defendant will not oppose such request as set forth in Paragraph 3.2.1.

11.5 Aggrieved Employee Counts. For settlement administration, the Parties stipulate there are 372 Aggrieved Employees and 11,152 PAGA Pay Periods during the PAGA Period, subject to the 10% Escalator in Paragraph 8.

XII. SIGNATURES

Dated: 03/12/2026, 2026


ID ACL6DvdETezZxs66RbU8hpB7

Plaintiff Jessica Gascon

Dated: _____, 2026

Defendant Omega Extruding Corp. of California
By: Fred Stabile
Title: Plant Manager

Dated: March 12, 2026

MESSRELIAN LAW INC.


ID 9BPwdUwZXmuUSo6V7fRjZxvL

Harout Messrelian, Esq.
Attorney for Plaintiff Jessica Gascon, on behalf of
herself and all others similarly situated

Dated: March 12, 2026

WOOD SMITH HENNING & BERMAN LLP



Christina Loni, Esq.
Attorney for Defendant Omega Extruding Corp. of
California

11.5 Aggrieved Employee Counts. For settlement administration, the Parties stipulate there are 372 Aggrieved Employees and 11,152 PAGA Pay Periods during the PAGA Period, subject to the 10% Escalator in Paragraph 8.

XII. SIGNATURES

Dated: _____, 2026

Plaintiff Jessica Gascon

Dated: 03 - 04, 2026

Fred Stabile
Defendant Omega Extruding Corp. of California
By: Fred Stabile
Title: Plant Manager

Dated: _____, 2026 **MESSRELIAN LAW INC.**

Harout Messrelian, Esq.
Attorney for Plaintiff Jessica Gascon, on behalf of
herself and all others similarly situated

Dated: _____, 2026 **WOOD SMITH HENNING & BERMAN LLP**

Christina Loni, Esq.
Attorney for Defendant Omega Extruding Corp. of
California

EXHIBIT 2

Mailing Date

NOTICE OF SETTLEMENT UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT

Name

Address

Dear NAME:

JESSICA GASCON v. OMEGA EXTRUDING CORP. OF CALIFORNIA
Riverside County Superior Court Case No. CVRI2305243

You are receiving the enclosed check in settlement of a lawsuit entitled *JESSICA GASCON v. OMEGA EXTRUDING CORP. OF CALIFORNIA*, Case No. CVRI2305243. In the lawsuit, Jessica Gascon (“Plaintiff”) pursued various claims against Omega Extruding Corp. of California (“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”): current and former non-exempt or hourly paid employees in California during the relevant period from July 30, 2022, to March 30, 2026, (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, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates from the following Released Claims: all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaint and the PAGA Notice, including but not limited to claims for PAGA penalties for violations of Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order Nos. 1-2001/4-2001. 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 OMEGA EXTRUDING CORP. OF CALIFORNIA

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

March 17, 2023

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

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

OMEGA EXTRUDING CORP. OF CALIFORNIA
c/o JAMES GIFFORD
9614 LUCAS RANCH ROAD, SUITE D
RANCHO CUCAMONGA, CA 91730

OMEGA EXTRUDING CORP. OF CALIFORNIA
2919 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064

JESSICA GASCON v. OMEGA EXTRUDING CORP. OF CALIFORNIA

RE: PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be informed that our client, Ms. Jessica Gascon (hereinafter “our client” or “Ms. Gascon”) seeks penalties on behalf of the State of California and all current and former employees, including ALL HOURLY, NON-EXEMPT EMPLOYEES and all hourly non-exempt employees who were misclassified as salaried, exempt employees (“aggrieved employees”) who worked for OMEGA EXTRUDING CORP. OF CALIFORNIA (hereinafter referred to as “OMEGA”) at various different 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”).

Ms. Gascon started working for OMEGA approximately 4 years ago. Ms. Gascon is still currently employed and is classified as an hourly, non-exempt employee. Ms. Gascon’s current rate of pay is \$19.25 per hour.

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



MESSRELIAN LAW
ATTORNEYS AT LAW

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

Tel: (818) 484-6531

Fax: (818) 956-1983

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

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

It is our position that OMEGA has committed numerous labor code violations against Ms. Gascon and other hourly, non-exempt employees or employees who worked for OMEGA at any and all of their locations in the state of California during the PAGA period.

OMEGA did not provide Ms. Gascon and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate her and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because Ms. Gascon and others worked "off the clock" and were not compensated for this time due to an issue with rounding work hours, which is also akin to a minimum wage violation in that Ms. Gascon and others were not compensated for all hours worked. Consequently, Ms. Gascon and others were not being paid for all hours worked and were not being paid the minimum wage for all hours worked.

Due to the above, including the "off the clock" work and as a matter of company policy, OMEGA also violated Labor Code §510 because it failed to pay our client and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. This is so because OMEGA did not factor in the "off the clock" hours and because it was company policy and practice to NOT pay accurate and correct overtime. Ms. Gascon generally worked over 8 hours a day, 12 hours per day, and/or over 40 hours per week. Despite the latter, Ms. Gascon and others were not paid the correct overtime in contravention of California law, whether it was daily overtime (including double time) or weekly overtime. In other words, OMEGA violated Labor Code §510 and Industrial Welfare Commission Wage Order No. 1-2001/4-2001, Section 3(B) because it failed to pay our client and other similarly situated aggrieved employees the correct amount of overtime under the company's alternative workweek schedule. The company was required to pay, but failed to pay Ms. Gascon



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Glendale, California 91203

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and other similarly situated aggrieved employees one and one-half times their regular rate of pay for any work in excess of the regularly scheduled hours in any workday beyond the schedule established by the agreement up to 12 hours a day or beyond 40 hours per week, and double the employee's regular rate of pay for work in excess of 12 hours per day and any work in excess of eight (8) on those days worked beyond the regularly scheduled number of workdays established by the agreement. Furthermore, OMEGA did not include bonuses and other forms of additional compensation, including incentive pay, in calculating the correct regular rate of pay for purposes of then calculating the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into Ms. Gascon's regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

OMEGA violated Labor Code §§ 512 and 226.7 along with the applicable Industrial Welfare Commission Wage Order (no. 1/4) because it failed to provide our client and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. OMEGA did not completely relieve our clients of all duties during said meal periods. OMEGA did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory meal periods was not provided. It was the normal practice and custom of OMEGA not to authorize, permit, and enforce full and complete statutory meal periods. In fact, Ms. Gascon did not always receive full and complete 30-minute meal breaks as their meal breaks were often short and less than 30 minutes. In addition, Ms. Gascon and other employees did not always receive uninterrupted meal breaks before the 5th hour wherein they were relieved of all job duties. As such, the environment and culture at OMEGA was not conducive to receiving consistent, timely, uninterrupted, and full (at least 30 minutes) statutory meal breaks under California law. To the extent that OMEGA argues that there is an "On Duty Meal Period Agreement" in place, their argument would not hold water since the nature of Ms. Gascon's work does not prevent her from getting a timely, uninterrupted meal period wherein she is relieved of all work duties. To the extent that OMEGA argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments.

Similarly, OMEGA violated Labor Code § 226.7 along with the applicable Industrial Welfare Commission Wage Order (no. 1/4) because it failed to provide our client and other similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. OMEGA did not completely relieve our client of all duty during said rest periods. OMEGA did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods



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was not provided. Like the situation involving meal breaks, it was not company policy and not part of the company culture for employees such as Ms. Gascon and others to take at least two or even three rest breaks per shift wherein they were relieved of all job duties. As such, the culture at OMEGA did not lend itself to the employees receiving statutory breaks wherein they were relieved of all work duties. It was the normal practice and custom of OMEGA not to authorize, permit, and enforce consistent and multiple statutory rest periods every shift. As such, the environment and culture at OMEGA was not conducive to receiving statutory rest breaks under California law, especially due to the workload.

Furthermore, during the relevant time period, and due to the violations as alleged above, OMEGA failed to pay our client and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including premium payments for missed, short, late, or interrupted meal and rest periods. OMEGA was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, all hours worked, all hourly rates in effect, overtime hours worked, gross wages earned, premium pay for missed meal and rest breaks, all deductions, net wages earned, gross wages earned, all deductions, the correct name and address of the employing entity, the start and end of the pay period, and reimbursement for business expenses, among others. As such, OMEGA did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements during the PAGA period.

OMEGA violated Labor Code § 203 because it willfully failed to pay other similarly situated aggrieved employees their 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, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

During the relevant time period, OMEGA also failed to keep accurate and complete payroll records showing the hours worked by Ms. Gascon and other similarly situated aggrieved employees as well as the correct wages paid to Ms. Gascon and other aggrieved employees pursuant to California Labor Code sections 1174(d).

Moreover, Ms. Gascon and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by OMEGA. These costs include, but are not limited to, use of personal cell phones for work purposes and use of a personal vehicle for work purposes as well as uniforms. Accordingly, OMEGA was in violation of California Labor Code sections 2800 and 2802.

Furthermore, OMEGA violated the applicable Industrial Welfare Commission Wage Order (Wage Order 1/4, Section 13(b)) in that there was no proper suitable seating/break area for employees.

Moreover, Ms. Gascon would also have individual claims under the Fair Employment and Housing Act (FEHA) for sexual harassment, failure to prevent sexual harassment, and retaliation, among other causes of action. During her employment tenure, Ms. Gascon experienced sexual harassment from her supervisor/manager, "Daniel", who is considered a supervisor under FEHA. As an



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example, Daniel sent sexually explicit text messages to Ms. Gascon, including a picture of his penis along with telling Ms. Gascon to “come and swallow”. Not surprisingly, after Ms. Gascon started rejecting Daniel’s advances, Daniel retaliated against Ms. Gascon in the workplace, including not giving Ms. Gascon overtime any longer, reprimanding her, micromanaging her, and simply treating her differently at the workplace.

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

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

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

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

Case Name: Gascon v Omega
Tuesday, February 17, 2026

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 Aggreived Employees	372
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

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

Case Startup:	\$1,703.72
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,276.28
Case Conclusion:	\$570.00

Estimated ILYM Fees & Expenses: \$5,550.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Gascon v Omega

Tuesday, February 17, 2026

Requesting Attorney's Name: Harout Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	2	\$300.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$120.00	1	\$120.00
Toll-Free Customer Service Representative	Flat Rate	\$173.72	1	\$173.72

**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 \$1,703.72

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	372	\$558.00
USPS First Class 1oz Postage	Per Piece	\$0.75	372	\$279.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	45	\$89.28
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 \$3,276.28

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: \$5,550.00

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 Client's instructions.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 5



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

February 18, 2026

CASE ASSUMPTIONS

Class Members	372
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	372
Subtotal Admin Only	\$5,441.23

Flat Fee Total \$5,441.23

For 372 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Gascon v. Omega, 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 **372** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

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

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	60		\$148.80
NCOA (USPS)	\$90.00	1		\$90.00
Total				\$738.80

* Up to 120 days after disbursement

Data Merger & Scrub / PAGA Letter & Check / Postage / Spanish Translation

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Spanish Translation	\$150.00	1		\$150.00
Data Merge & Duplication Scrub	\$0.09	372		\$33.48
PAGA Letter and Check Packet	\$1.00	372		\$372.00
Estimated Postage (up to 1 oz.)*	\$0.70	372		\$260.40
Total				\$915.88

* 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	\$85.00	2		\$170.00
Skip Tracing Undeliverables	\$0.75	91		\$68.25
Remail PAGA Packets	\$1.00	88		\$88.00
Estimated Postage	\$0.70	88		\$61.60
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$437.85

Case Management

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Case Manager	\$85.00	3		\$255.00
Total				\$475.00

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	4		\$540.00
Total				\$1,040.00

* 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	\$85.00	1		\$85.00
Remail Undeliverable Checks (Postage Included)	\$1.50	56		\$83.70
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 *	\$500.00	1		\$500.00
(State Tax Reporting & Escheating Uncashed Checks to the State of CA included)				
Check to Cy-Pres	\$150.00	1		Included
Total				\$1,833.70

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

Estimate Total: \$5,441.23



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



Quotation Request:

Harout Messrelian
Messrelian Law

Case Name:

Gascon v Omega

Date:

Wednesday, February 18, 2026

RFP Number:

201880027

Prepared By:

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

Settlement Specifications	
Number of Aggrieved Employees	372
Certified Language Translation:	Yes
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
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00
Project Management				
Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$380.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$50.00	1	\$50.00
NCOA Address Update (USPS)	Static Rate	\$25.00	1	\$25.00
Certified Language Translation: Spanish	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$695.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.00	372	\$372.00
USPS First Class Postage	Per Piece	\$0.78	372	\$290.16
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	37	\$93.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,100.00	1	\$1,100.00
Sub Total:				\$2,895.16

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	1	\$120.00
Sub Total:				\$590.00

WILL NOT EXCEED:			\$4,990.00
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Thank you for your business!



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 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

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 101 N. Brand Blvd, Suite 1450, Glendale, CA 91203.

Christina Loni
CLoni@wshblaw.com
 Keith E. Smith
KESmith@wshblaw.com
 Raven L. Washington
RWashington@wshblaw.com
WOOD SMITH HENNING & BERMAN LLP

(BY MAIL) I caused such envelope to be deposited in the mail at Glendale, California. The envelope was mailed with postage thereon fully paid. As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence from mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

X **(BY ELECTRONIC TRANSMISSION)** I caused such document to be delivered via electronic transmission to the addressee(s) listed above.

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