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8 individually and on behalf of all others similarly situated

9 **IN THE SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF ORANGE**

11 ALI KABIRIAN DEHKORDI, individually and
12 on behalf of all others similarly situated,

13 Plaintiff(s),

14 v.

15 MODERN CREATION INC; and DOES 1
16 through 100,

17 Defendant(s).

Case No. 30-2025-01473144-CU-OE-CXC

**DECLARATION OF REBECCA
HARTEKER IN SUPPORT OF
SUPPLEMENTAL BRIEF REGARDING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: July 31, 2026

Time: 9:00 a.m.

Department: CX 101

1 I, Rebecca Harteker, declare as follows:

2 1. I am an attorney law duly admitted to practice before all courts in the State of
3 California. I am an attorney with Frontier Law Center and am one of the attorneys of record for
4 Plaintiff Ali Kabirian Dehkordi ("Plaintiff"), on behalf of himself and all aggrieved employees, in
5 the above-entitled action. I have personal knowledge of the matters set forth herein, and if called
6 upon as a witness to testify thereto, I could and would competently do so.

7 2. I submit this declaration in support of Plaintiff's Supplemental Brief in Support of
8 Approval of the PAGA Settlement and in response to the Court's May 29, 2026 Minute Order.

9 3. The parties reached a proposed non-reversionary PAGA settlement in the Gross
10 PAGA Settlement Amount of \$82,500 following informal discovery and mediation with Steven G.
11 Mehta on December 10, 2025.

12 **Informal Discovery**

13 4. Before mediation, Plaintiff requested informal discovery concerning the number of
14 aggrieved employees and PAGA pay periods, Defendant's meal-period, rest-period, and
15 timekeeping policies, employee time and payroll records, final wage payments, expense
16 reimbursements, and Defendant's timekeeping systems.

17 5. In response, Defendant produced Plaintiff's complete Workyard time records;
18 Defendant's meal-period, rest-period, and timekeeping policies; final wage-payment records;
19 information regarding Defendant's timekeeping system; 2024 W-2 records for 26 employees; and a
20 20% random sample of aggrieved employees' Workyard time records and punch data.

21 6. The Workyard records reflected clock-in and clock-out times, meal periods, recorded
22 work time, travel time, mileage, regular time, overtime, double time, paid time off, and total time.

23 7. Plaintiff's Counsel reviewed these records in evaluating the meal-period, rest-period,
24 all-hours-worked, overtime, reimbursement, wage-statement, waiting-time, and other PAGA
25 theories asserted in this action.

26 8. Plaintiff's Counsel did not interview any aggrieved employee or third-party witness
27 other than Plaintiff before mediation. Counsel evaluated the claims based on Plaintiff's firsthand
28

1 account, Defendant's written policies, Plaintiff's complete Workyard records, the 20% random
2 sample, payroll-related information, final-payment records, Defendant's informal discovery
3 responses, and Counsel's experience litigating wage-and-hour and PAGA claims.

4 **Defendant's Confirmations**

5 9. Defense Counsel confirmed that Defendant is not aware of any other individual,
6 class, representative, or PAGA action, including any matter at the pre-filing LWDA notice stage,
7 that overlaps with or may be affected by the proposed settlement.

8 10. Plaintiff's Counsel is likewise unaware of any overlapping matter that would create a
9 competing or duplicative PAGA release.

10 11. Defendant initially estimated that there were approximately 26 aggrieved employees
11 and approximately 1,400 PAGA pay periods as of the mediation date.

12 12. Defendant subsequently updated its records through the conclusion of the PAGA
13 Period and confirmed that the settlement group consists of 26 aggrieved employees and
14 approximately 1,420 PAGA pay periods.

15 13. The settlement's escalator is triggered only if the number of PAGA pay periods
16 exceeds 1,540. Because the updated count is approximately 1,420 pay periods, the escalator is not
17 triggered.

18 14. Defense Counsel also confirmed that employee reimbursements were included and
19 paid and that Defendant provided company vehicles, fuel cards or company credit cards, tools, and
20 necessary safety equipment.

21 15. Defense Counsel further confirmed that English notice is sufficient for the 26
22 aggrieved employees and that no Spanish or other translated notice is required.

23 **Individual Settlement and Revised PAGA Settlement Agreement**

24 16. Plaintiff entered into a separate agreement resolving his individual claims against
25 Defendant.

1 17. The individual settlement was funded separately from the \$82,500 Gross PAGA
2 Settlement Amount and did not reduce the amounts available to the LWDA or the aggrieved
3 employees.

4 18. A true and correct copy of Plaintiff's executed individual settlement agreement is
5 attached hereto as Exhibit 3.

6 19. In response to the Court's concern regarding the scope of the release, the parties
7 revised the settlement agreement to remove references to "related entities."

8 20. Attached hereto as Exhibit 1 is a true and correct copy of the final revised PAGA
9 Settlement Agreement in the form approved by the parties. The attached version has been executed
10 by Plaintiff, Plaintiff's Counsel, and Defense Counsel, but not yet executed by Defendant. The
11 parties are obtaining signatures, and Plaintiff will promptly file the fully executed version upon
12 receipt. The parties have agreed to the terms reflected in Exhibit 1. Plaintiff anticipates filing the
13 fully executed agreement within the week and will notify the Court promptly if there is any material
14 change to the version submitted as Exhibit 1.

15 21. Attached hereto as Exhibit 2 is a true and correct redline showing the revisions made
16 to the PAGA Settlement Agreement in response to the concerns raised by the Court.

17 **Fees, Costs, Notice, and LWDA Submission**

18 22. Plaintiff seeks an attorney's fee award of \$28,875, representing 35% of the \$82,500
19 Gross Settlement Amount.

20 23. Plaintiff submits contemporaneously maintained billing records identifying the
21 timekeepers, hourly rates, tasks performed, time expended, and resulting lodestar. A true and
22 correct copy of those records is attached hereto as Exhibit 4.

23 24. Plaintiff's Counsel has incurred \$11,881.98 in litigation costs through the preparation
24 of the supplemental filing. Consistent with the settlement agreement, however, Plaintiff requests
25 reimbursement of only \$11,756.12 from the Gross Settlement Amount. Counsel does not seek
26 reimbursement from the settlement fund for the additional \$125.86 incurred.

25. A true and correct copy of Plaintiff's updated cost ledger and supporting documentation is attached hereto as Exhibit 5.

26. Plaintiff has prepared a corrected notice specific to this action. A true and correct copy of the corrected notice is attached hereto as Exhibit 6.

27. Plaintiff will submit the revised settlement agreement and supplemental approval papers to the LWDA as soon as the agreement has been fully executed.

28. Based on the discovery reviewed, the parties' competing positions, the risks of continued representative litigation, and the result achieved through mediation, I believe the proposed PAGA settlement is fair, reasonable, and adequate.

I declare under penalty of perjury under the laws of California that the above is true and correct. Executed on July 21, 2026, in Woodland Hills, California.

/s/ Rebecca Harteker
REBECCA HARTEKER

EXHIBIT 1

JOINT STIPULATION AND SETTLEMENT AGREEMENT
Ali Kabirian Dehkordi v. Modern Creation Inc.,
Orange County Superior Court Case No. 30-2025-01473144-CU-OE-CXC

Subject to approval by the Court, this Settlement Agreement is between Ali Kabirian Dehkordi (“Plaintiff”), on behalf of himself, all other all non-exempt employees (including temporary non-exempt workers) in California who were employed by Defendant Modern Creation Inc. (“Defendant”) during the PAGA period. Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit brought by Plaintiff on behalf of himself and Aggrieved Employees in the Orange County Superior Court on April 3, 2025, entitled *Ali Kabirian Dehkordi v. Modern Creation Inc.* (Case No. 30-2025-01473144-CU-OE-CXC).
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed two thousand eight hundred ninety dollars (**\$2,890**). All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- C. **Aggrieved Employees**: All current and former non-exempt employees who worked for Defendant in California during the period of December 18, 2023 through February 9, 2026.
- D. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- E. **Attorney Fee Award**: The amount, not to exceed thirty-five percent (35%) of the Gross Settlement Amount, currently twenty eight thousand, eight hundred seventy five dollars and zero cents (**\$28,875.00**), approved by the Court and awarded to Plaintiff’s Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- F. **Cost Award**: The amount that the Court orders Defendant to pay Plaintiff’s Counsel for payment of actual litigation costs, which shall not exceed eleven thousand seven hundred fifty six dollars and twelve cents (**\$11,756.12**). The Cost

Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

- G. **Counsel for Defendant:** Brian E. Koegle, Lucas E. Rowe, and Caleb A. Miller of Koegle Law Group, APC.
- H. **Defendant:** Modern Creation, Inc.
- I. **Disbursement of the Settlement:** The dates on which the Settlement Administrator shall disburse the Gross and Net Settlement Amounts as instructed herein.
- J. **Effective Date:** The date on which the following events have occurred: (1) this Settlement Agreement has been executed by all Parties and their counsel; (2) the Court has entered an order granting Approval of the Settlement; (3) the Court has entered a Judgment.
- K. **Funding of Settlement:** The Gross Settlement Amount will be wired by Defendant to the settlement administrator within fifteen (15) business days after the Effective Date.
- L. **Final Judgment:** The final order entered by the Court approving this settlement.
- M. **Gross PAGA Settlement Amount or GSA:** The total value of the PAGA Settlement is a non-reversionary eighty two thousand five hundred dollars and zero cents (\$82,500.00). This is the maximum amount Defendant can be required to pay under this PAGA Settlement Agreement. The Gross PAGA Settlement Amount includes: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel for attorneys' fees and costs, as approved by the Court; (3) any enhancement award to Plaintiff (4) the Administration Costs, as approved by the Court; (5) employer side payroll taxes (if applicable); and (6) the LWDA Payment to the LWDA, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- N. **Individual Payment(s):** The amount payable to each Aggrieved Employee under the terms of this Agreement.
- O. **LWDA:** California Labor and Workforce Development Agency.
- P. **LWDA Payment:** Sixty-five percent (65%) of the Net Settlement Amount that shall be paid to the LWDA.

- Q. Net Settlement Amount or NSA:** The total amount of money available for payout to Aggrieved Employees, which is the GSA less the payment to the LWDA, Attorney Fee Award, Cost Award, any enhancement award to Plaintiff, and Administration Costs.
- R. PAGA:** The Labor Code Private Attorneys General Act of 2004 (Lab. Code § 2698 et seq.).
- S. PAGA Notice or Notice:** The Notice of PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, which will accompany each Individual Payment check.
- T. PAGA Period:** December 18, 2023, through February 9, 2026.
- U. PAGA Representative or Plaintiff:** Ali Kabirian Dehkordi
- V. Plaintiff's Counsel:** Daniel Ginzburg, Rebecca Harteker, and Manny Starr of Frontier Law Center.
- W. Qualified Settlement Fund or QSF:** The Parties agree that the Gross Settlement Amount is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- X. Released Claims:** Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Parties for all penalties under the California Private Attorneys' General Act (Labor Code section 2698, *et seq.*) that were or could have been sought by the Labor Commissioner for the violations identified in Plaintiff's operative Complaint, and Plaintiff's pre-filing letter to the LWDA on November 5, 2024 (attached hereto as **Exhibit B**), that accrued at any time between December 18, 2023 through February 9, 2026. Aggrieved Employees retain their rights to pursue claims for wages, statutory penalties and any other damages.

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employee to bring the Released PAGA Claims on

behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or intended third-party beneficiary may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time from December 18, 2023 through February 9, 2026.

- Y. Released Parties:** Defendant and its respective past, present, or future affiliates, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, legal representatives, representatives, and independent contractors.
- Z. Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Aggrieved Employees and run the names of all Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses. The Settlement Administrator will mail the Individual Payment checks and Notice by first class U.S. mail to all Aggrieved Employees. The Notice will inform Aggrieved Employees of the resolution of the Action and their entitlement to the enclosed settlement payment.
- AA. Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is APEX Class Action Administration. (“APEX”).
- BB. Superior Court:** Orange County Superior Court.

II. RECITALS

- A.** Plaintiff Ali Kabirian Dehkordi sent his Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on November 5, 2024. (*See* Exhibit B). In the letter, Plaintiff apprised the LWDA of his wage and hour claims against Defendant. Plaintiff’s notice alleged that Defendant violated the California Labor Code by failing to provide lawful meal and rest periods, failing to provide accurate itemized wage statements, failing to pay all wages owed at termination, failure to reimburse business expenses, and failing to provide suitable seating. Plaintiff filed an amended PAGA Notice on December 18, 2024.
- B.** The Action was filed by Plaintiff in the Orange County Superior Court on April 3, 2025, alleging eleven causes of action, including a representative action claim for PAGA penalties. In his Operative Complaint (the “Complaint”), Plaintiff alleges failure to provide compliant meal periods, failure to provide compliant rest periods, failure to pay for all hours worked, failure to pay all overtime owed, failure to reimburse work-related expenses, failure to provide compliant wage statements, failure to pay all wages due at termination, violation of the Unfair Competition

Law, retaliation and wrongful termination in violation of FEHA, and penalties under PAGA. In its answer, Defendant asserted thirty-three affirmative defenses, disclaiming all liability for Plaintiff's allegations.

- C. After filing, the Parties agreed to attend mediation and conducted informal discovery. Defendant produced hundreds of pages of documents and the time and wage records for aggrieved employees comprised of thousands of lines of data.
- D. The Parties attended mediation with respected wage and hour mediator Steven G. Mehta on December 10, 2025, and were able to reach a settlement for the full resolution of the Action.
- E. **Benefits of Settlement to Aggrieved Employees.** Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Plaintiff's Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Plaintiff's Counsel believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.
- F. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- G. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and makes no concessions or admissions of liability of any sort. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant.
- H. **Plaintiff's Claims.** Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Aggrieved Employees, or Plaintiff's Counsel as to the merits of any

claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Aggrieved Employees, and Plaintiff's Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross PAGA Settlement Amount.** Subject to the terms and conditions of this Agreement the Gross PAGA Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is eighty two thousand five hundred dollars and zero cents (**\$82,500.00**).
- B. Escalator Provision:** If the number of pay periods in the PAGA Period exceeds 1,400 by more than 10% (i.e., exceeds 1,540), the Gross Settlement Amount will increase pro rata per additional pay period in excess of 1,540 pay periods. However, if Defendant does not wish to pay the increase in the Gross Settlement Amount, they may instead end the PAGA Period applicable to the Released Claims on the date that the total number of pay periods reaches 1,540 pay periods, so that the escalator clause is not triggered.
- C. Individual Payments to Aggrieved Employees.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Payment from the NSA to each Aggrieved Employee.
- 1. Individual Payment Calculation.** Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the Database provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Payment ties directly to the amount of pay periods that he or she worked.
 - 2. Tax Withholdings.** Each Aggrieved Employee's gross settlement award will be apportioned as 100% penalties and be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms which the Settlement Administrator shall be responsible for issuing.
- D. Recipients of GSA Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

1. **To Plaintiff's Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed thirty-five percent (currently **\$28,875.00**) of the GSA and a Cost Award not to exceed **\$11,756.12**. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Plaintiff's Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
2. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed **\$2,890**. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
3. **To the Plaintiff. The Settlement Administrator will allocate \$10,000 as an enhancement payment.**
4. **To the LWDA.** The Settlement Administrator will pay the LWDA Payment sixty-five percent (65%) of the Net Settlement Amount to the LWDA.
5. **To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees according to the Individual Payment calculations set forth above.
6. **Summary. The disbursements from the \$82,500 GSA are the following: 1) \$28,875 for attorney fees, 2) \$11,756.12 for costs, 3) \$10,000 as the enhancement payment, and 4) \$2,890 for administration expenses. This leaves a NSA of \$28,978.88 of which 65% (\$18,836.27) will go the LWDA and 35% (\$10,142.60) will be distributed to the Aggrieved Employees. With 26 Aggrieved Employees, the average payment is \$390.10.**

E. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree to the appointment of the Settlement Administrator. The Settlement Administrator shall be responsible for performing skip traces and NCOA searches on Aggrieved Employee addresses; preparing and mailing Notices and Individual Payment checks to Aggrieved Employees; calculating each Aggrieved Employee's Individual Payment; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiff's Counsel; calculating and paying amounts owed, if any, to the appropriate tax authorities; printing and providing Aggrieved Employees with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State of California unclaimed property fund in the name of the Aggrieved Employee, in the amounts directed per this Settlement, including the administration of related tax reimbursements, if any; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

F. Procedure for Approving Settlement.

1. Motion or Stipulation for Settlement Approval.

- a. Plaintiff will prepare a stipulation or move for an order granting approval of the Settlement.
- b. At the same time that Plaintiff files the Stipulation or Motion for Settlement Approval, Plaintiff shall send a copy of the Agreement to the LWDA.
- c. At the PAGA Approval hearing, if applicable, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting approval of the Settlement.
- d. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or

proceeding relating to an application for the Attorney Fee Award, Cost Award, and Administration Costs shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff or Plaintiff's Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, and Administration Costs.

- e. **Proposed Order and Judgment.** Upon Approval of the Settlement, the Parties shall present to the Court a proposed Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

- 2. **Notice and Disbursement to Aggrieved Employees.** After the Court enters its Approval Order, every Aggrieved Employee will be provided with a Notice accompanying his or her Individual Payment check in accordance with the following procedure:

- a. **Database.** Within fifteen (15) business days after the Effective Date, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; and (4) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee ("Database"). If any or all of this information is unavailable to Defendant, Defendant shall provide all contact information they have for said Aggrieved Employee to the Settlement Administrator. The Database shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator will conduct a skip trace for the address of all Aggrieved Employees who are former employees of Defendant and an NCOA search on all addresses. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.

- b. **Funding the Settlement:** Defendant will wire the Gross Settlement Amount to the settlement administrator within sixty-one (61) days after the Effective Date. As a condition precedent to when the 61 day period shall start to run, the Settlement Administrator must provide Defendant with valid instructions in writing for the wire transfer.

- c. **Settlement Administrator's Disbursement Duties.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute all funds pursuant to the terms of this Agreement and the Court's Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Plaintiff's Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendant's Counsel and Plaintiff's Counsel.

- d. **Disbursement:** The Settlement Administrator will disburse the GSA within fifteen (15) calendar days after funding, as instructed herein. The Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel, as approved by the Court; (3) the Administration Costs, as approved by the Court; and (4) the LWDA Payment.

- e. **Returned Notices and Checks.** If a Notice and Individual Settlement Check are returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Aggrieved Employee and re-mail the Notice and Individual Payment check to the Aggrieved Employee. The Settlement Administrator will use the NCOA and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Aggrieved Employee for whom a Notice and Individual Payment check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; calling Aggrieved Employees to determine an accurate mailing address if none can be found; and promptly re-mailing the Notice and Individual Settlement Check to Aggrieved Employees for whom new addresses are found. If the PAGA Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

- 3. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the

right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

4. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the NSA, and any change to the calculation of the Individual Payments.
 5. **Uncashed Checks.** Aggrieved Employees must cash or deposit their Individual Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them.
 - a. **Uncashed Checks.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Payment checks returned as undeliverable and funds associated with those Individual Payment checks remaining un-cashed, shall be transmitted by the Settlement Administrator to the Unclaimed Property Fund in the name of the Aggrieved Employee.
 6. **Defendant's Legal Fees.** Defendant is responsible for paying for all of its own legal fees, costs, and expenses incurred in this Action outside of the GSA.
- G. Release of Claims.** Upon the Effective Date, as defined above, Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Claims, as defined above, against the Released Parties. All Aggrieved Employees (including Plaintiff) shall release all claims pled or that could have been pled in the Complaint pursuant to the Labor Code Private Attorneys' General Act ("PAGA"), Labor Code §§ 2698, et seq., deriving from and/or based on the facts alleged in the Complaint and in Plaintiff's PAGA Notice Letter during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability pursuant to the PAGA, including any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections 558, 1197.1, 510, 1194, 226.7, 512, 226 and 203, or any others subject to release based on the PAGA letter. The release shall include all Released Parties.

H. Miscellaneous Terms

1. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserved the right to contest liability if the Settlement is not approved. Defendant denies it engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
2. **No Effect on Employee Benefits.** The Individual Payments paid to Plaintiff and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Aggrieved Employees. The Parties agree that any Individual Payment paid to Plaintiff or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
3. **Authorization to Enter Into Settlement Agreement.** Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
4. **Publicity and Confidentiality**
 - a. **Communication by Counsel:** Nothing will prevent Plaintiff's Counsel from responding to inquiries from Aggrieved Employees. For its part, Defendant agrees that it shall refer any questions from Aggrieved Employees to the Settlement Administrator.

- b. **No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or Plaintiff's Counsel at any time.
 - c. **Confidentiality:** Prior to filing of the joint stipulation and/or motion(s) for approval, Plaintiff's Counsel shall not discuss or publish the terms of the settlement or the negotiations leading to settlement with any person other than the named Plaintiff.
 - d. **Disclosure by Plaintiff's Counsel Only for Adequacy Declarations:** Plaintiff's Counsel may disclose publicly-available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases, as required by the Court and to notify the LWDA of the resolution of the Action.
- 5. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 6. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court.
- 7. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 8. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 9. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.
13. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
14. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties agree and request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
15. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

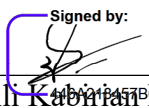
- 16. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. This Integrated Agreement, however, shall not affect the separate settlement agreement and general release agreed to by the Parties for Plaintiff's individual claims (not representative claims).
- 17. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Plaintiff:

Dated: 7/21/2026

Signed by:

 Ali Kahrman Denkordi

Modern Creation Inc..

Dated: _____

By: _____
 Its: _____
 Modern Creation Inc.

APPROVED AS TO FORM:

FRONTIER LAW CENTER

Dated: 7/21/2026

Signed by:

 Daniel Ginzburg, Esq.

Rebecca Harteker, Esq.
Manny Starr, Esq.
Attorneys for Plaintiff Ali Kabirian Dehkordi and the
Aggrieved Employees

KOEGLE LAW GROUP, APC

Dated: 7/21/2026

/s/ Caleb A. Miller Esq.
Brian E. Koegle, Esq.
Lucas E. Rowe, Esq.
Caleb A. Miller, Esq.
Attorneys for Defendant Modern Creation Inc.

EXHIBIT 2

JOINT STIPULATION AND SETTLEMENT AGREEMENT
Ali Kabirian Dehkordi v. Modern Creation Inc.,
Orange County Superior Court Case No. 30-2025-01473144-CU-OE-CXC

Subject to approval by the Court, this Settlement Agreement is between Ali Kabirian Dehkordi (“Plaintiff”), on behalf of himself, all other all non-exempt employees (including temporary non-exempt workers) in California who were employed by Defendant Modern Creation Inc. (“Defendant”) during the PAGA period. Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit brought by Plaintiff on behalf of himself and Aggrieved Employees in the Orange County Superior Court on April 3, 2025, entitled *Ali Kabirian Dehkordi v. Modern Creation Inc.* (Case No. 30-2025-01473144-CU-OE-CXC).
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed two thousand eight hundred ninety dollars (**\$2,890**). All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- C. **Aggrieved Employees**: All current and former non-exempt employees who worked for Defendant in California during the period of December 18, 2023 through February 9, 2026.
- D. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- E. **Attorney Fee Award**: The amount, not to exceed thirty-five percent (35%) of the Gross Settlement Amount, currently twenty eight thousand, eight hundred seventy five dollars and zero cents (**\$28,875.00**), approved by the Court and awarded to Plaintiff’s Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- F. **Cost Award**: The amount that the Court orders Defendant to pay Plaintiff’s Counsel for payment of actual litigation costs, which shall not exceed eleven thousand seven hundred fifty six dollars and twelve cents (**\$11,756.12**). The Cost

Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

- G. **Counsel for Defendant:** Brian E. Koegle, Lucas E. Rowe, and Caleb A. Miller of Koegle Law Group, APC.
- H. **Defendant:** Modern Creation, Inc.
- I. **Disbursement of the Settlement:** The dates on which the Settlement Administrator shall disburse the Gross and Net Settlement Amounts as instructed herein.
- J. **Effective Date:** The date on which the following events have occurred: (1) this Settlement Agreement has been executed by all Parties and their counsel; (2) the Court has entered an order granting Approval of the Settlement; (3) the Court has entered a Judgment.
- K. **Funding of Settlement:** The Gross Settlement Amount will be wired by Defendant to the settlement administrator within fifteen (15) business days after the Effective Date.
- L. **Final Judgment:** The final order entered by the Court approving this settlement.
- M. **Gross PAGA Settlement Amount or GSA:** The total value of the PAGA Settlement is a non-reversionary eighty two thousand five hundred dollars and zero cents (**\$82,500.00**). This is the maximum amount Defendant can be required to pay under this PAGA Settlement Agreement. The Gross PAGA Settlement Amount includes: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel for attorneys' fees and costs, as approved by the Court; (3) any enhancement award to Plaintiff (4) the Administration Costs, as approved by the Court; (5) employer side payroll taxes (if applicable); and (6) the LWDA Payment to the LWDA, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- N. **Individual Payment(s):** The amount payable to each Aggrieved Employee under the terms of this Agreement.
- O. **LWDA:** California Labor and Workforce Development Agency.
- P. **LWDA Payment:** Sixty-five percent (65%) of the Net Settlement Amount that shall be paid to the LWDA.

- Q. Net Settlement Amount or NSA:** The total amount of money available for payout to Aggrieved Employees, which is the GSA less the payment to the LWDA, Attorney Fee Award, Cost Award, any enhancement award to Plaintiff, and Administration Costs.
- R. PAGA:** The Labor Code Private Attorneys General Act of 2004 (Lab. Code § 2698 *et seq.*).
- S. PAGA Notice or Notice:** The Notice of PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, which will accompany each Individual Payment check.
- T. PAGA Period:** December 18, 2023, through February 9, 2026.
- U. PAGA Representative or Plaintiff:** Ali Kabirian Dehkordi
- V. Plaintiff's Counsel:** Daniel Ginzburg, Rebecca Harteker, and Manny Starr of Frontier Law Center.
- W. Qualified Settlement Fund or QSF:** The Parties agree that the Gross Settlement Amount is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- X. Released Claims:** Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Parties for all penalties under the California Private Attorneys’ General Act (Labor Code section 2698, *et seq.*) that were or could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s operative Complaint, and Plaintiff’s pre-filing letter to the LWDA on November 5, 2024 (attached hereto as **Exhibit B**), that accrued at any time between December 18, 2023 through February 9, 2026. Aggrieved Employees retain their rights to pursue claims for wages, statutory penalties and any other damages.

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employee to bring the Released PAGA Claims on

behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or intended third-party beneficiary may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time from December 18, 2023 through February 9, 2026.

- Y. **Released Parties:** Defendant and its respective past, present, or future affiliates, ~~related entities,~~ parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, legal representatives, representatives, and independent contractors, ~~as well as their related entities.~~
- Z. **Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Aggrieved Employees and run the names of all Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses. The Settlement Administrator will mail the Individual Payment checks and Notice by first class U.S. mail to all Aggrieved Employees. The Notice will inform Aggrieved Employees of the resolution of the Action and their entitlement to the enclosed settlement payment.
- AA. **Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is APEX Class Action Administration. (“APEX”).
- BB. **Superior Court:** Orange County Superior Court.

II. **RECITALS**

- A. Plaintiff Ali Kabirian Dehkordi sent his Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on November 5, 2024. (*See* Exhibit B). In the letter, Plaintiff apprised the LWDA of his wage and hour claims against Defendant. Plaintiff’s notice alleged that Defendant violated the California Labor Code by failing to provide lawful meal and rest periods, failing to provide accurate itemized wage statements, failing to pay all wages owed at termination, failure to reimburse business expenses, and failing to provide suitable seating. Plaintiff filed an amended PAGA Notice on December 18, 2024.
- B. The Action was filed by Plaintiff in the Orange County Superior Court on April 3, 2025, alleging eleven causes of action, including a representative action claim for PAGA penalties. In his Operative Complaint (the “Complaint”), Plaintiff alleges failure to provide compliant meal periods, failure to provide compliant rest periods, failure to pay for all hours worked, failure to pay all overtime owed, failure to reimburse work-related expenses, failure to provide compliant wage statements,

- failure to pay all wages due at termination, violation of the Unfair Competition Law, retaliation and wrongful termination in violation of FEHA, and penalties under PAGA. In its answer, Defendant asserted thirty-three affirmative defenses, disclaiming all liability for Plaintiff's allegations.
- C. After filing, the Parties agreed to attend mediation and conducted informal discovery. Defendant produced hundreds of pages of documents and the time and wage records for aggrieved employees comprised of thousands of lines of data.
 - D. The Parties attended mediation with respected wage and hour mediator Steven G. Mehta on December 10, 2025, and were able to reach a settlement for the full resolution of the Action.
 - E. **Benefits of Settlement to Aggrieved Employees.** Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Plaintiff's Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Plaintiff's Counsel believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.
 - F. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
 - G. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and makes no concessions or admissions of liability of any sort. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant.
 - H. **Plaintiff's Claims.** Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against

Plaintiff, Aggrieved Employees, or Plaintiff's Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Aggrieved Employees, and Plaintiff's Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross PAGA Settlement Amount.** Subject to the terms and conditions of this Agreement the Gross PAGA Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is eighty two thousand five hundred dollars and zero cents (**\$82,500.00**).
- B. Escalator Provision:** If the number of pay periods in the PAGA Period exceeds 1,400 by more than 10% (i.e., exceeds 1,540), the Gross Settlement Amount will increase pro rata per additional pay period in excess of 1,540 pay periods. However, if Defendant does not wish to pay the increase in the Gross Settlement Amount, they may instead end the PAGA Period applicable to the Released Claims on the date that the total number of pay periods reaches 1,540 pay periods, so that the escalator clause is not triggered.
- C. Individual Payments to Aggrieved Employees.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Payment from the NSA to each Aggrieved Employee.
 - 1. Individual Payment Calculation.** Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the Database provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Payment ties directly to the amount of pay periods that he or she worked.
 - 2. Tax Withholdings.** Each Aggrieved Employee's gross settlement award will be apportioned as 100% penalties and be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms which the Settlement Administrator shall be responsible for issuing.
- D. Recipients of GSA Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

1. **To Plaintiff's Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed thirty-five percent (currently **\$28,875.00**) of the GSA and a Cost Award not to exceed **\$11,756.12**. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Plaintiff's Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
2. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed **\$2,890**. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
3. **To the Plaintiff. The Settlement Administrator will allocate \$10,000 as an enhancement payment.**
4. **To the LWDA.** The Settlement Administrator will pay the LWDA Payment sixty-five percent (65%) of the Net Settlement Amount to the LWDA.
5. **To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees according to the Individual Payment calculations set forth above.
6. **Summary.** The disbursements from the \$82,500 GSA are the following: 1) \$28,875 for attorney fees, 2) \$11,756.12 for costs, 3) \$10,000 as the enhancement payment, and 4) \$2,890 for administration expenses. This leaves a NSA of \$28,978.88 of which 65% (\$18,836.27) will go the LWDA and 35% (\$10,142.60) will be distributed to the Aggrieved Employees. With 26 Aggrieved Employees, the average payment is **\$390.10**.

E. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree to the appointment of the Settlement Administrator. The Settlement Administrator shall be responsible for performing skip traces and NCOA searches on Aggrieved Employee addresses; preparing and mailing Notices and Individual Payment checks to Aggrieved Employees; calculating each Aggrieved Employee's Individual Payment; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiff's Counsel; calculating and paying amounts owed, if any, to the appropriate tax authorities; printing and providing Aggrieved Employees with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State of California unclaimed property fund in the name of the Aggrieved Employee, in the amounts directed per this Settlement, including the administration of related tax reimbursements, if any; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

F. Procedure for Approving Settlement.

1. Motion or Stipulation for Settlement Approval.

- a.** Plaintiff will prepare a stipulation or move for an order granting approval of the Settlement.
- b.** At the same time that Plaintiff files the Stipulation or Motion for Settlement Approval, Plaintiff shall send a copy of the Agreement to the LWDA.
- c.** At the PAGA Approval hearing, if applicable, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting approval of the Settlement.
- d.** Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or

proceeding relating to an application for the Attorney Fee Award, Cost Award, and Administration Costs shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff or Plaintiff's Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, and Administration Costs.

- e. **Proposed Order and Judgment.** Upon Approval of the Settlement, the Parties shall present to the Court a proposed Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

- 2. **Notice and Disbursement to Aggrieved Employees.** After the Court enters its Approval Order, every Aggrieved Employee will be provided with a Notice accompanying his or her Individual Payment check in accordance with the following procedure:

- a. **Database.** Within fifteen (15) business days after the Effective Date, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; and (4) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee ("Database"). If any or all of this information is unavailable to Defendant, Defendant shall provide all contact information they have for said Aggrieved Employee to the Settlement Administrator. The Database shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator will conduct a skip trace for the address of all Aggrieved Employees who are former employees of Defendant and an NCOA search on all addresses. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.
- b. **Funding the Settlement:** Defendant will wire the Gross Settlement Amount to the settlement administrator within sixty-one (61) days after the Effective Date. As a condition precedent to when the 61 day period shall start to run, the Settlement Administrator must provide Defendant with valid instructions in writing for the wire transfer.

- c. **Settlement Administrator's Disbursement Duties.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute all funds pursuant to the terms of this Agreement and the Court's Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Plaintiff's Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendant's Counsel and Plaintiff's Counsel.
 - d. **Disbursement:** The Settlement Administrator will disburse the GSA within fifteen (15) calendar days after funding, as instructed herein. The Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel, as approved by the Court; (3) the Administration Costs, as approved by the Court; and (4) the LWDA Payment.
 - e. **Returned Notices and Checks.** If a Notice and Individual Settlement Check are returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Aggrieved Employee and re-mail the Notice and Individual Payment check to the Aggrieved Employee. The Settlement Administrator will use the NCOA and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Aggrieved Employee for whom a Notice and Individual Payment check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; calling Aggrieved Employees to determine an accurate mailing address if none can be found; and promptly re-mailing the Notice and Individual Settlement Check to Aggrieved Employees for whom new addresses are found. If the PAGA Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.
3. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the

right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

4. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the NSA, and any change to the calculation of the Individual Payments.
 5. **Uncashed Checks.** Aggrieved Employees must cash or deposit their Individual Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them.
 - a. **Uncashed Checks.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Payment checks returned as undeliverable and funds associated with those Individual Payment checks remaining un-cashed, shall be transmitted by the Settlement Administrator to the Unclaimed Property Fund in the name of the Aggrieved Employee.
 6. **Defendant's Legal Fees.** Defendant is responsible for paying for all of its own legal fees, costs, and expenses incurred in this Action outside of the GSA.
- G. **Release of Claims.** Upon the Effective Date, as defined above, Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Claims, as defined above, against the Released Parties. All Aggrieved Employees (including Plaintiff) shall release all claims pled or that could have been pled in the Complaint pursuant to the Labor Code Private Attorneys' General Act ("PAGA"), Labor Code §§ 2698, et seq., deriving from and/or based on the facts alleged in the Complaint and in Plaintiff's PAGA Notice Letter during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability pursuant to the PAGA, including any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections 558, 1197.1, 510, 1194, 226.7, 512, 226 and 203, or any others subject to release based on the PAGA letter. The release shall include all Released Parties.

H. Miscellaneous Terms

1. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserved the right to contest liability if the Settlement is not approved. Defendant denies it engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
2. **No Effect on Employee Benefits.** The Individual Payments paid to Plaintiff and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Aggrieved Employees. The Parties agree that any Individual Payment paid to Plaintiff or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
3. **Authorization to Enter Into Settlement Agreement.** Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
4. **Publicity and Confidentiality**
 - a. **Communication by Counsel:** Nothing will prevent Plaintiff's Counsel from responding to inquiries from Aggrieved Employees. For its part, Defendant agrees that it shall refer any questions from Aggrieved Employees to the Settlement Administrator.

- b. **No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or Plaintiff's Counsel at any time.
 - c. **Confidentiality:** Prior to filing of the joint stipulation and/or motion(s) for approval, Plaintiff's Counsel shall not discuss or publish the terms of the settlement or the negotiations leading to settlement with any person other than the named Plaintiff.
 - d. **Disclosure by Plaintiff's Counsel Only for Adequacy Declarations:** Plaintiff's Counsel may disclose publicly-available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases, as required by the Court and to notify the LWDA of the resolution of the Action.
5. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
6. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court.
7. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
8. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
9. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.
13. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
14. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties agree and request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
15. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

16. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. This Integrated Agreement, however, shall not affect the separate settlement agreement and general release agreed to by the Parties for Plaintiff's individual claims (not representative claims).
17. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Plaintiff:

Dated: _____

Ali Kabirian Dehkordi

Modern Creation Inc..

Dated: _____

By:
Its:
Modern Creation Inc.

APPROVED AS TO FORM:

FRONTIER LAW CENTER

Dated: _____

Daniel Ginzburg, Esq.

Rebecca Harteker, Esq.
Manny Starr, Esq.
Attorneys for Plaintiff Ali Kabirian Dehkordi and the
Aggrieved Employees

KOEGLE LAW GROUP, APC

Dated: _____

Brian E. Koegle, Esq.
Lucas E. Rowe, Esq.
Caleb A. Miller, Esq.
Attorneys for Defendant Modern Creation Inc.

EXHIBIT 3

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Confidential Settlement and General Release Agreement (“Agreement”) is entered into by and between **Ali Kabirian Dehkordi** (“Plaintiff”) on the one hand and **Modern Creation Inc.** (“Defendant”) on the other hand. Plaintiff and Defendant shall be referred to collectively as the “Parties”. This Agreement resolves Plaintiff’s individual claims only. Plaintiff’s PAGA representative claims are resolved pursuant to a separate Joint Stipulation and Settlement Agreement.

RECITALS

WHEREAS, Plaintiff sent a Private Attorneys General Act (“PAGA”) notice letter (“PAGA Letter”) to Defendant on November 5, 2024, PAGA claim number LWDA-CM-1060146-24, alleging failure to provide compliant meal and rest periods, failure to reimburse work-related expenses, inaccurate wage statements, waiting time penalties, and failure to provide suitable seating;

WHEREAS, Plaintiff filed a civil Complaint on April 3, 2025, in Orange County Superior Court, Case No. 30-2025-01473144-CU-OE-CXC, titled *Ali Kabirian Dehkordi v. Modern Creation Inc.* (the “Civil Action”);

WHEREAS, Defendant denies and disputes all allegations contained in the Complaint, or which could arise out of the facts alleged in the complaint, all allegations contained in Plaintiff’s PAGA Letter, or which could arise out of the facts alleged in Plaintiff’s PAGA Letter, as well as any other alleged wrongful or unlawful conduct, damage, or liability of any kind in any other manner as alleged by Plaintiff in connection with this matter, or any other action filed by the Plaintiff in any forum (“Claims”);

WHEREAS, Plaintiff and Defendant desire the full, complete, and final resolution of claims alleged by Plaintiff against Defendant, including any allegations that Plaintiff suffered any damages as a result of said Claims;

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth below, and full and complete compromise and settlement of all legal claims related to Plaintiff’s employment by Defendant, the Parties and each of them hereby agree as follows:

TERMS OF AGREEMENT

1. Payment

Within thirty (30) calendar days of the date of receiving court approval of the concurrently-executed PAGA Settlement Agreement, Defendant shall pay the sum of one hundred thousand dollars (\$100,000.00) (“Payment”) as follows:

One check made payable to Ali Kabirian Dehkordi in the amount of forty-nine thousand three hundred dollars (\$49,300.00), representing damages, penalties, and interest, for which Defendant will report to federal and state tax authorities on Forms 1099 as required by law;

One check made payable to Ali Kabirian Dehkordi in the amount of ten thousand seven hundred dollars (\$10,700.00), less applicable tax withholdings and deductions, representing lost wages, for which Plaintiff will be issued a form W-2; and

One check made payable to Frontier Law Center in the amount of forty thousand dollars (\$40,000.00), representing Plaintiff's attorneys fees and costs, for which Defendant will report to federal and state tax authorities on Forms 1099 as required by law.

Payment shall be mailed to the following address: Frontier Law Center, 6200 Canoga Ave., Suite 470, Woodland Hills, CA 91367.

Plaintiff acknowledges that Plaintiff is solely and personally responsible for the payment of any or all federal, state, or local taxes, withholdings, interest, fines/penalties, and/or other assessments which may be due or become due in connection with any or all of the Payment under this Agreement. Plaintiff acknowledges that Defendant has not provided, nor has Plaintiff relied on, any advice or any other representation from Defendant and/or Defendant's attorneys regarding any matters, including, but not limited to, the necessity for withholding or the taxability of the Payment, or any portion thereof, whether pursuant to federal, state, or local income tax statutes or otherwise. Rather, Plaintiff acknowledges that Plaintiff solely is relying on the advice provided by a tax expert of their own choice, should they choose to consult one, including their certified public accountants or other tax preparers regarding such matters, including, but not limited to, the necessity for withholding or the taxability of the Payment, or any portion thereof, whether pursuant to federal, state, or local income tax statutes or otherwise.

Plaintiff understands that the Payment represents Defendant's sole financial obligation to Plaintiff relating to the Claims.

2. Releases

a. General Release by Plaintiff

In exchange for the Payment and the other consideration set forth in this Agreement, Plaintiff hereby releases and forever discharges Defendant or any affiliated or related business entities or enterprises, and their respective officers, directors, shareholders, employees, agents, servants, representatives, attorneys, insurers, owners, heirs, assigns, and successors, past and present (collectively "Released Parties") of and from any and all charges, liabilities, claims, causes of action, complaints, damages, costs (including costs of suit and attorneys' fees and expenses), demands, or liens, of whatever nature, character, type, or description, whether known or unknown, existing or potential, fixed or contingent, suspected or unsuspected, foreseen or unforeseen, which the Plaintiff has or asserts, or may hereafter have or assert, against Defendant or the Released Parties by reason of any acts or omissions, events, or facts on the part of the Defendant or the Released Parties occurring any time before the date this Agreement was signed, including, without limitation, any Claims (defined below) arising out of or otherwise relating to

Plaintiff's employment with Defendant or the Released Parties; including, without limitation, any alleged breach of any express or implied employment agreement; any alleged torts or other alleged legal restrictions relating to Plaintiff's employment thereof; and any alleged violation of any federal, state or local statute, legislation, or ordinance or any federal or state common law, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000, et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. §§ 12101, et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701, et seq.; the Civil Rights Act of 1866, and the Civil Rights Act of 1991; 42 U.S.C. §§ 1981, et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621, et seq.; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); regulations of the Office of Federal Contract Compliance, 41 CFR §§ 60, et seq.; the Family and Medical Leave Act, as amended, 29 U.S.C. §§ 2601, et seq.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, et seq.; the Plaintiff Retirement Income Security Act, as amended, 29 U.S.C. §§ 1001, et seq.; the California Fair Employment and Housing Act, Cal. Govt. Code §§ 12940, et seq.; the California Unruh Civil Rights Act, Cal. Civ. Code §§ 51, et seq.; and the California Labor Code; the California Industrial Welfare Commission Wage Orders; California Business and Professions Code §§ 17200 et seq.; the California Family Rights Act; the Families First Coronavirus Response Act; and the California Healthy Workplace Healthy Family Act and any and all other provisions of the statutory and common law of the State of California, all other states in the United States of America, the United States of America, and all other countries of the world, that in any manner whatsoever apply to, affected or regulated the employment of Plaintiff by Defendant or Released Parties or the ending of that employment..

b. Waiver of Unknown Claims under Section 1542 of the California Civil Code

Plaintiff represents that it is Plaintiff's intention in executing this document that this Agreement shall be effective as a bar to each and every claim, demand, suit, action, cause of action, and debt, hereinabove specified and not expressly excluded herein, and in furtherance of this intention, Plaintiff expressly waives any and all rights and benefits conferred by the provisions of section 1542 of the California Civil Code, which provides as follows:

“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.”

Notwithstanding Section 1542 of the California Civil Code, Plaintiff expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions including, as well, those relating to unknown and unspecified claims, demands, suits, actions, causes of action and debts, if any, and those relating to any other claims, demands, suits, actions, causes of action and debts hereinabove specified.

Plaintiff acknowledges that Plaintiff may later discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with regards to the subject

matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, Plaintiff waives any and all claims that might arise as a result of such different or additional claims or facts.

3. Dismissal

Within 10 days of receiving the Payment, Plaintiff will file a request for dismissal with prejudice as to all claims and causes of action in the Complaint, except as to the PAGA claim, which will be dismissed without prejudice, pending final administration. If the Court rejects the dismissal and requires further explanation as to the dismissal of the PAGA claim, Plaintiff will file a Declaration and Order for Dismissal of PAGA Claims. The Order will seek a dismissal of Plaintiff's PAGA cause of action without prejudice. Concurrently therewith, Plaintiff will file a dismissal with prejudice as to the remainder of Plaintiff's claims in the Civil Action. Finally, if the Court requires disclosure of the consideration paid to Plaintiff under this agreement, Plaintiff has authority to comply with such a request in furtherance of dismissal. Plaintiff understands that by dismissing the Civil Action in its entirety, and executing this Agreement, Plaintiff is giving up any right or claim to any compensation from Defendant, except as otherwise set forth in this Agreement.

4. Fees and Costs

Plaintiff will bear their own costs and attorneys' fees in connection with the matters set forth in this Agreement, and Defendant will bear its own costs and attorneys' fees in connection with the matters set forth in this Agreement.

5. No Assignment

Plaintiff represents that Plaintiff has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, and Plaintiff agrees to indemnify, defend, and hold Defendant harmless against any and all disputes based on, arising out of, or in connection with any such transfer or assignment, or purported transfer or assignment, of any claims or any portion thereof or interest thereon.

6. Binding Effect

This Agreement shall be binding upon the Parties and their respective heirs, representatives, executors, administrators, successors, and assigns.

7. No Admission

The Parties understand and agree that neither the payment of money nor the execution of this Agreement shall constitute or be construed as an admission of any liability whatsoever by Defendant.

8. Severability

The provisions of this Agreement are severable. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts shall remain in full force and effect as if the invalid or unenforceable provision had not been a part of this Agreement.

9. Confidentiality

Unless otherwise authorized by law, the Parties, and their agents or representatives, shall not reveal the material terms of this Agreement, monetary or otherwise, to any third persons.

The foregoing confidentiality provision is not intended to prevent the Parties from disclosing the terms of this Agreement to their spouse(s), if any, financial, tax-planning, and estate advisors, legal counsel, or in response to a lawfully issued subpoena or order, or any inquiry by an authorized tax authority. Furthermore, nothing in this Agreement shall prohibit or restrict Plaintiff from (a) initiating communications directly with, cooperating with, providing relevant information to or otherwise assisting in an investigation by the U.S. Securities and Exchange Commission, the U.S. Equal Employment Opportunity Commission ("EEOC"), the California Department of Fair Employment and Housing ("DFEH"), the National Labor Relations Board, the Occupational Safety and Health Commission, or any other governmental or regulatory body or official(s) (collectively, "Governmental Authorities") regarding a possible violation of any law; (b) responding to any inquiry or legal process directed to Plaintiff from any such Governmental Authorities; (c) testifying, participating or otherwise assisting in any action or proceeding by any such Governmental Authorities relating to a possible violation of law; or (d) disclosing factual information related to any claims of sexual assault, any type of workplace harassment and/or discrimination prohibited by the California Fair Employment and Housing Act ("FEHA"), failure to prevent such harassment or discrimination, or retaliation for reporting such harassment and/or discrimination; or (e) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Further, nothing in this Agreement requires Plaintiff to notify the Company of any such communications, cooperation, assistance, responses to inquiries, testimony, or participation as described in this paragraph.

10. Non-disparagement

The Parties agree that they will not disparage, or act in any manner that might damage the business or reputation of the other or otherwise attempt to injure or interfere with the other party's reputation, affairs, or business. In response to any inquiry about Plaintiff's employment with Defendant from an entity or person that identifies themselves as a prospective Employer of Plaintiff, Defendant shall verify only Plaintiff's dates of employment and position held.

11. Authorization And Voluntary Agreement

Each of the Parties represents and warrants that (a) they are fully authorized to enter into this Agreement; (b) they have read and fully understand each of the provisions of this Agreement and counsel for Plaintiff has explained this entire Agreement to them; (c) they have had the opportunity to rely, and/or have relied, upon the advice and representation of their legal counsel of their own choosing in entering into this Agreement; (d) they have signed the Agreement

voluntarily, without any duress or undue influence on the part, or on behalf, of any Party; and (e) the terms of this Agreement are contractual and not merely recitals. Plaintiff hereby is advised not to sign this Agreement before consulting with legal counsel.

In addition, Defendant represents and warrants that (a) it is duly organized and existing in good standing under the laws of one of the states of the United States, (b) it has taken all necessary company and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or internal approval is necessary, and (c) the making and performance of this Agreement will not violate any provision of law or the articles of organization or operating agreement of Defendant.

12. Age Discrimination in Employment Act

Plaintiff is over 40 years of age and understands that this is a full release of all existing claims, whether currently known or unknown, including, but not limited to, claims for age discrimination under the Age Discrimination in Employment Act.

Plaintiff has been advised to consult with an attorney of their own choosing before signing this Agreement, in which Plaintiff waives important rights, including those under the Age Discrimination in Employment Act.

Plaintiff has been afforded at least 21 calendar days to consider the meaning and effect of this Agreement and to discuss the contents and meaning of this Agreement, as well as the alternatives to signing this Agreement, with an attorney of Plaintiff's choosing, and has done so. Plaintiff agrees that the 21-day consideration period began on the date this Agreement first was delivered to Plaintiff and that if Defendant changes any of the terms of the offer contained in this Agreement (whether the changes are material or not), the 21-day consideration period shall not be restarted but shall continue without interruption.

The releases contained in this Agreement do not extend to any rights or claims that Plaintiff has under the Age Discrimination in Employment Act that first arise after execution of this Agreement.

If Plaintiff signs this Agreement before the 21-day consideration period expires, the 7-day revocation period (described in next paragraph below) immediately shall begin. If Plaintiff signs this Agreement before the 21-day consideration period expires, Plaintiff agrees that Plaintiff knowingly and voluntarily has accepted the shortening of the 21-day consideration period and that Defendant has not promised Plaintiff anything or made any representations that are not contained in this Agreement. In addition, if Plaintiff signs this Agreement before the 21-day consideration period expires, Plaintiff acknowledges and affirms that Defendant has not threatened to withdraw or alter the offer contained in this Agreement prior to the expiration of the 21-day consideration period.

Plaintiff may revoke this Agreement for a period of seven (7) calendar days following the date Plaintiff executes this Agreement. Any revocation during this period must be submitted in writing and state, "I revoke my acceptance of the Settlement Agreement and General Release of

All Claims.” The revocation must be emailed to Brian Koegle, Esq., KOEGLE LAW GROUP, APC, (bkoegle@koeglelaw.com). The revocation must be emailed within seven (7) calendar days after Plaintiff’s execution of this Agreement. If the last day of the revocation period falls on a Sunday or legal holiday in the state of California, then the revocation period shall not expire until the next following day which is not a Sunday or legal holiday in the state of California.

13. Arm’s Length

Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been given the opportunity to be, and has been, advised by its or their attorneys regarding the terms, effects, and consequences of this Agreement. Accordingly, this Agreement shall be construed as having been drafted by each of the Parties.

14. Cooperation

The Parties shall do all things, including, but not limited to, the execution of additional documents, necessary to carry out its or their obligations under this Agreement.

15. Governing Law

The Parties acknowledge and agree that this Agreement shall be interpreted, and the rights and duties of the Parties shall be determined, in accordance with California law.

16. Counterparts

This Agreement may be signed by the Parties in separate signature pages known as counterparts, and the separate signature pages may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

17. Enforcement

The Parties also agree that if, at any time, a violation of any term of this Agreement is asserted by any one of the Parties, that party shall have the right to seek any necessary and proper relief, including but not limited to damages, from any court of competent jurisdiction, and the prevailing party shall be entitled to recover its reasonable costs and attorney’s fees. The Parties further agree that the prevailing party shall be entitled to recover reasonable costs and attorney’s fees incurred in connection with the enforcement of a judgment arising from such action or proceeding. Finally, the parties agree that the Court shall retain jurisdiction to enforce the terms of this Agreement under CCP § 664.6.

18. Entire Agreement

This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the subject matters addressed herein and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. Plaintiff represents and agrees that no promises, statements, or

inducements have been made to Plaintiff which caused Plaintiff to sign this Agreement other than those which are expressly stated in this Agreement. This is an integrated document and may not be altered except by written agreement signed by all Parties.

PLEASE READ THIS DOCUMENT CAREFULLY. THIS AGREEMENT INCLUDES
A RELEASE OF CERTAIN KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth opposite their respective signatures below.

Plaintiff

Date: _____

Ali Kabirian Dehkordi

Defendant

Date: 2/6/2026

DocuSigned by:

244ECBFE6062429...
Modern Creation Inc.
Amir Dehbo

APPROVED AS TO FORM AND CONTENT

Counsel for Plaintiff

Date: _____

Daniel Ginzburg, Esq.
Rebecca Harteker, Esq.
Manny Starr, Esq.

Counsel for Defendant

Date: 2/9/26



Brian E. Koege, Esq.
Lucas E. Rowe, Esq.
Caleb A. Miller, Esq.

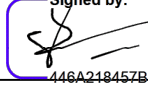
inducements have been made to Plaintiff which caused Plaintiff to sign this Agreement other than those which are expressly stated in this Agreement. This is an integrated document and may not be altered except by written agreement signed by all Parties.

PLEASE READ THIS DOCUMENT CAREFULLY. THIS AGREEMENT INCLUDES
A RELEASE OF CERTAIN KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth opposite their respective signatures below.

Date: 1/21/2026

Plaintiff

Signed by:

446A218457B0435...
Ali Kabirian Dehkordi

Defendant

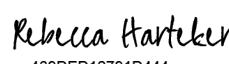
Date: _____

Modern Creation Inc.

APPROVED AS TO FORM AND CONTENT

Date: 1/15/2026

Counsel for Plaintiff

Signed by:

469DED12791D444...
Daniel Ginzburg, Esq.
Rebecca Harteker, Esq.
Manny Starr, Esq.

Counsel for Defendant

Date: _____

Brian E. Koegle, Esq.
Lucas E. Rowe, Esq.
Caleb A. Miller, Esq.

EXHIBIT 4

Time and Fees

for Ali Kabirian Dehkordi - Employment Claim - Modern Creation Inc - Charge No.: LWDA-CM-1060146-24 Superior Court Case No.: 30-2025-01473144-CU-OE-CXC

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
7/20/2026		1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Taylor McCarthy	0.20	\$225.00	True	No	-	\$45.00
7/20/2026		1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/20/2026		Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement reviewed	Rebecca Harteker	0.20	\$450.00	True	No	-	\$90.00
7/20/2026		Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
7/17/2026		1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/16/2026		5-29-26 Dehkordi - Tentative Ruling reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
7/16/2026		1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
7/16/2026		2 emails sent/reviewed regarding Dehkordi v. Modern Creation	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
7/16/2026		1 email sent/reviewed regarding Completed: Complete with Docusign: Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
7/16/2026		Individual Settlement Agreement - Fully Executed (Dehkordi) created	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
7/16/2026		1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/16/2026		5-29-26 MO re MX for Final Approval reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
7/7/2026		2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/2/2026		Mediation Brief FINAL v2 reviewed	Daniel Ginzburg	0.40	\$650.00	True	No	-	\$260.00
7/2/2026		2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
7/2/2026		1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00

7/2/2026	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc - TENTATIVE RULING - 5/29/26	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
7/2/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
7/2/2026	5-29-26 MO re MX for Final Approval reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
7/2/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement edited	Rebecca Harteker	0.20	\$450.00	True	No	-	\$90.00
6/8/2026	Exh 4 - PAGA Notice reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
6/2/2026	1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/28/2026	Memo reviewed - Mediation	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/28/2026	4 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc - TENTATIVE RULING - 5/29/26	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
5/28/2026	Email attachment reviewed - 5-29-26 Dehkordi - Tentative Ruling	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/20/2026	PLT Dehkordi Mediation Brief 12.5.25 reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
5/20/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
5/8/2026	1 message sent/reviewed	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
5/4/2026	ex 2 created	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/4/2026	Modern Creation - PO re PAGA Approval Motion edited	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/4/2026	Modern Creation - PAGA Approval Motion.pdf edited	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/4/2026	Modern Creation - PAGA Approval Motion.pdf created	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/4/2026	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/4/2026	Modern Creation - Starr Decl re PAGA Approval Motion and EXHIBITS created, then reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/4/2026	Modern Creation - POS edited and reviewed	Collette Navasartian	0.30	\$225.00	True	No	-	\$67.50
5/4/2026	Exh 5 - PAGA Notice edited	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50

5/4/2026	Ali Kabirian Dehkordi v. Modern Creation Inc - PAGA RFP Apex Class Action reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/4/2026	Modern Creation - Starr decl re PAGA Approval Motion edited and reviewed	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
4/29/2026	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/10/2026	2 emails sent/reviewed regarding Dehkordi v. Modern Creation	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
4/6/2026	2 emails sent/reviewed regarding Superior Court of California, County of Orange - Motion Reservation Request - CONFIRMATION	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/6/2026	Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
3/12/2026	Modern Creation - Starr decl re PAGA Approval Motion edited and reviewed	Rebecca Harteker	0.30	\$450.00	True	No	-	\$135.00
3/11/2026	1 email sent/reviewed regarding Completed: Complete with Docusign: Modern Creation - Plaintiffs decl re PAGA Approval Motion	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
3/10/2026	2 messages sent/reviewed	Taylor McCarthy	0.20	\$225.00	True	No	-	\$45.00
3/10/2026	Modern Creation - PAGA Approval Motion.pdf edited and reviewed	Rebecca Harteker	3.80	\$450.00	True	No	-	\$1,710.00
3/10/2026	Dehkordi Amended PAGA 2 reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
3/10/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement reviewed	Rebecca Harteker	0.20	\$450.00	True	No	-	\$90.00
3/10/2026	Modern Creation - Starr decl re PAGA Approval Motion edited and reviewed	Rebecca Harteker	0.20	\$450.00	True	No	-	\$90.00
3/10/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
3/10/2026	Modern Creation - Plaintiffs decl re PAGA Approval Motion edited	Rebecca Harteker	0.20	\$450.00	True	No	-	\$90.00
3/6/2026	Modern Creation - PAGA Approval Motion.pdf edited	Rebecca Harteker	1.70	\$450.00	True	No	-	\$765.00
3/2/2026	Dehkordi v Modern Creation - PAGA Approval Motion reviewed	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
3/2/2026	2 emails sent/reviewed regarding Dehkordi v. Modern Creation	Taylor McCarthy	0.30	\$225.00	True	No	-	\$67.50
2/20/2026	1 email sent/reviewed regarding Dehkordi v. Modern Creation	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
2/20/2026	Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

2/20/2026	Modern Creation - PAGA Approval Motion.pdf edited	Rebecca Harteker	0.60	\$450.00	True	No	-	\$270.00
2/19/2026	Modern Creation - PAGA Approval Motion.pdf edited	Rebecca Harteker	3.60	\$450.00	True	No	-	\$1,620.00
2/17/2026	Stip to file amended complaint created, then edited	Rebecca Harteker	0.80	\$450.00	True	No	-	\$360.00
2/17/2026	Modern Creation - PAGA Approval Motion.pdf edited	Rebecca Harteker	0.60	\$450.00	True	No	-	\$270.00
2/16/2026	Finalize PAGA approval motion	Rebecca Harteker	3.20	\$450.00	True	No	-	\$1,440.00
2/13/2026	Draft PAGA motion	Rebecca Harteker	2.50	\$450.00	True	No	-	\$1,125.00
2/13/2026	1 email sent/reviewed regarding Dehkordi v. Modern Creation	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
2/13/2026	2 emails sent/reviewed regarding Completed: Complete with Docusign: Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
2/13/2026	Phone Call To: Ali Kabirian Dehkordi	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
2/13/2026	Phone Call From: Ali Kabirian Dehkordi	Rebecca Harteker	0.50	\$450.00	True	No	-	\$225.00
2/12/2026	draft PAGA notice	Rebecca Harteker	1.00	\$450.00	True	No	-	\$450.00
2/11/2026	Matter admin	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
2/11/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement- PE.docx reviewed	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
2/11/2026	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Taylor McCarthy	0.20	\$225.00	True	No	-	\$45.00
2/11/2026	8 messages sent/reviewed	Taylor McCarthy	0.30	\$225.00	True	No	-	\$67.50
2/11/2026	Phone Call To: Ali Kabirian Dehkordi	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
2/4/2026	Discuss settlement w/OC, mediator, internal mtg	Rebecca Harteker	1.50	\$450.00	True	No	-	\$675.00
2/4/2026	1 email sent/reviewed regarding Dehkordi v. Modern Creation	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
2/3/2026	Joint Initial Case Management Conference Report edited	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
2/3/2026	2 emails sent/reviewed regarding mediator proposal: Dehkordi v. Modern Creation	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
2/3/2026	Joint Initial Case Management Conference Report edited	Rebecca Harteker	0.40	\$450.00	True	No	-	\$180.00
2/2/2026	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50

2/2/2026	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Kaylie Urango	0.20	\$225.00	True	No	-	\$45.00
1/29/2026	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
1/29/2026	7 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Kaylie Urango	0.50	\$225.00	True	No	-	\$112.50
1/21/2026	Phone Call To: Ali Kabirian Dehkordi	Kaylie Urango	0.10	\$225.00	True	No	-	\$22.50
1/21/2026	W9 created	Kaylie Urango	0.10	\$225.00	True	No	-	\$22.50
1/21/2026	1 email sent/reviewed regarding Completed: Complete with Docusign: Individual Settlement	Kaylie Urango	0.10	\$225.00	True	No	-	\$22.50
1/21/2026	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Kaylie Urango	0.10	\$225.00	True	No	-	\$22.50
1/21/2026	fw4 created	Kaylie Urango	0.10	\$225.00	True	No	-	\$22.50
1/21/2026	1 email sent/reviewed regarding mediator proposal: Dehkordi v. Modern Creation	Kaylie Urango	0.20	\$225.00	True	No	-	\$45.00
1/21/2026	Modern Creation - Individual Employment Law SARv2 Plaintiff Executed created	Kaylie Urango	0.10	\$225.00	True	No	-	\$22.50
1/20/2026	Phone Call To: Ali Kabirian Dehkordi	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
1/15/2026	Modern Creation - Individual Employment Law SAR - D's redlines edited	Kaylie Urango	0.30	\$225.00	True	No	-	\$67.50
1/14/2026	Matter admin	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
1/14/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement edited	Rebecca Harteker	0.20	\$450.00	True	No	-	\$90.00
1/14/2026	Modern Creation - Individual Employment Law SAR - D's redlines edited	Rebecca Harteker	0.30	\$450.00	True	No	-	\$135.00
1/13/2026	5 emails sent/reviewed regarding mediator proposal: Dehkordi v. Modern Creation	Taylor McCarthy	0.30	\$225.00	True	No	-	\$67.50
1/13/2026	Individual Employment Law SAR edited	Taylor McCarthy	0.10	\$225.00	True	No	-	\$22.50
1/13/2026	Phone Call From: Ali Kabirian Dehkordi	Kaylie Urango	0.40	\$225.00	True	No	-	\$90.00
1/13/2026	3 messages sent/reviewed	Kaylie Urango	0.20	\$225.00	True	No	-	\$45.00
1/13/2026	4 emails sent/reviewed regarding mediator proposal: Dehkordi v. Modern Creation	Kaylie Urango	0.80	\$225.00	True	No	-	\$180.00
1/13/2026	Phone Call From: Ali Kabirian Dehkordi	Rebecca Harteker	0.40	\$450.00	True	No	-	\$180.00
1/13/2026	2024 01_23pm PDT - Pre-Fill Referred Retainer_New reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
1/9/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement edited and reviewed	Rebecca Harteker	0.40	\$450.00	True	No	-	\$180.00

1/6/2026	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement edited and reviewed	Rebecca Harteker	0.20	\$450.00	True	No	-	\$90.00
12/23/2025	3 messages sent/reviewed	Kaylie Urango	0.10	\$225.00	True	No	-	\$22.50
12/23/2025	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement reviewed	Kaylie Urango	0.10	\$225.00	True	No	-	\$22.50
12/19/2025	Memo reviewed - Mediation	Rebecca Harteker	1.00	\$450.00	True	No	-	\$450.00
12/19/2025	Dehkordi v. Modern Creation Inc - PAGA Long Form Settlement Agreement edited	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
12/19/2025	PLT Dehkordi Mediation Brief 12.5.25 reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
12/19/2025	Dehkordi Amended PAGA 2 reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
12/19/2025	Dehkordi - Complaint - Filed reviewed	Rebecca Harteker	0.40	\$450.00	True	No	-	\$180.00
12/19/2025	Individual Employment Law SAR created, then edited	Rebecca Harteker	0.50	\$450.00	True	No	-	\$225.00
12/19/2025	Dehkordi A PAGA Mailed reviewed	Rebecca Harteker	0.10	\$450.00	True	No	-	\$45.00
12/16/2025	revise settlement	Rebecca Harteker	1.50	\$450.00	True	No	-	\$675.00
12/15/2025	Draft settlement agmt	Rebecca Harteker	2.30	\$450.00	True	No	-	\$1,035.00
12/12/2025	Memo reviewed - Mediation	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
12/12/2025	Memo reviewed - Mediation	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/11/2025	reviewing informal discovery responses	Daniel Ginzburg	7.00	\$650.00	True	No	-	\$4,550.00
12/11/2025	mediation	Daniel Ginzburg	8.00	\$650.00	True	No	-	\$5,200.00
12/11/2025	Mediation Brief FINAL v2 reviewed	Daniel Ginzburg	0.70	\$650.00	True	No	-	\$455.00
12/11/2025	Memo created, then edited - Mediation	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
12/11/2025	Dehkordi - Complaint - Filed reviewed	Rebecca Harteker	0.20	\$450.00	True	No	-	\$90.00
12/10/2025	Phone Call To: Ali Kabirian Dehkordi	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
12/10/2025	MEDIATION attended	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
12/10/2025	Mediation Brief FINAL v2 edited	Daniel Ginzburg	2.00	\$650.00	True	No	-	\$1,300.00
12/9/2025	3 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50

12/9/2025	Joint Case Management Conference Report edited and reviewed	Collette Navasartian	0.50	\$225.00	True	No	-	\$112.50
12/9/2025	1 email sent/reviewed regarding Ali Kabirian	Kaylie Urango	0.20	\$75.00	True	No	-	\$15.00
12/8/2025	preparing for mediation	Daniel Ginzburg	8.00	\$650.00	True	No	-	\$5,200.00
12/5/2025	2 emails sent/reviewed regarding DEHKORDI et al. v. MODERN CREATION INC - Zoom Information & Mediation Agreement	Collette Navasartian	0.60	\$225.00	True	No	-	\$135.00
12/5/2025	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
12/5/2025	Brief letterhead page created	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
12/5/2025	PLT Dehkordi Mediation Brief 12.5.25 created	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
12/5/2025	Phone Call From: Ali Kabirian Dehkordi	Kaylie Urango	0.40	\$75.00	True	No	-	\$30.00
12/5/2025	Phone Call To: Ali Kabirian Dehkordi	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/5/2025	Dehkordi - Complaint - Filed reviewed	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/5/2025	1 email sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 3:10 PM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/5/2025	Dr. Suzanne Hyun QME Report 04-11-2025 created	Kaylie Urango	0.40	\$75.00	True	No	-	\$30.00
12/5/2025	2 emails sent/reviewed regarding Ali Kabirian	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/5/2025	Case Overview and Strategy_AI GEN_Dehekordi reviewed	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/5/2025	1 email sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 10:07 PM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/5/2025	Ali Kabiryan Dehkordi - Earnings statement reviewed	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/5/2025	1 email sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 10:10 PM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/5/2025	1 email sent/reviewed regarding Completed: Complete with Docusign: Declaration of Plaintiff Ali Kabirian Dehkordi.pdf	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	2 emails sent/reviewed regarding DEHKORDI et al. v. MODERN CREATION INC - Request for Participant Info	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
12/4/2025	Phone Call To: Ali Kabirian Dehkordi	Kaylie Urango	0.20	\$75.00	True	No	-	\$15.00

12/4/2025	Phone Call To: Ali Kabirian Dehkordi	Kaylie Urango	0.20	\$75.00	True	No	-	\$15.00
12/4/2025	Phone Call From: Ali Kabirian Dehkordi	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	1 email sent/reviewed regarding Ali Kabirian	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	Mediation Brief FINAL reviewed	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	1 email sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 9:47 AM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	1 email sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 9:36 AM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	1 email sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 9:44 AM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	2 emails sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 9:42 AM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	1 email sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 9:41 AM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	4 messages sent/reviewed	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	1 email sent/reviewed regarding New Text Message from (858) 603-1306 on 12/04/2025 10:39 AM	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/4/2025	MCI-00001-MCI-00023 reviewed	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
12/3/2025	Phone Call To: Ali Kabirian Dehkordi	Daniel Ginzburg	0.30	\$650.00	True	No	-	\$195.00
12/3/2025	Phone Call From: Ali Kabirian Dehkordi	Daniel Ginzburg	0.20	\$650.00	True	No	-	\$130.00
12/3/2025	Mediation Brief final reviewed	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
12/3/2025	Dehkordi - Complaint - Filed reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
12/2/2025	Phone Call To: Ali Kabirian Dehkordi	Daniel Ginzburg	0.20	\$650.00	True	No	-	\$130.00
12/2/2025	Exhibit 2 created	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
12/2/2025	Exhibit 1 created	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
12/2/2025	Mediation Brief final edited and reviewed	Daniel Ginzburg	0.90	\$650.00	True	No	-	\$585.00
12/2/2025	Exhibit 6 created	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00

12/2/2025	Exhibit 3 created	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
12/2/2025	Exhibit 5 created	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
12/2/2025	1 email sent/reviewed regarding Mediation Brief for Modern Creation	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
11/28/2025	MCI-00001-MCI-00023 reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
11/25/2025	Informal requests reviewed	Daniel Ginzburg	0.30	\$650.00	True	No	-	\$195.00
11/25/2025	Memo reviewed - No related cases, 76 agrieved employees	Daniel Ginzburg	0.30	\$650.00	True	No	-	\$195.00
11/20/2025	Phone Call From: Ali Kabirian Dehkordi	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/20/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc - Notice of Mediation for 12/10/2025 at 10 am	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/19/2025	Phone Call To: Ali Kabirian Dehkordi	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/19/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc - Notice of Mediation for 12/10/2025 at 10 am	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/13/2025	6 emails sent/reviewed regarding Informal Discovery - Ali Kabirian Dehkordi v. Modern Creation Inc	Kaylie Urango	0.30	\$75.00	True	No	-	\$22.50
11/11/2025	3 emails sent/reviewed regarding Informal Discovery - Ali Kabirian Dehkordi v. Modern Creation Inc	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
9/30/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
8/18/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
8/7/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
8/6/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
8/1/2025	Memo created - Phone call from client WC Case -	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
7/28/2025	Memo edited - HRNG - CMC	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/23/2025	Memo created, then reviewed - CMC	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
7/23/2025	Matter admin	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
7/22/2025	CMC (CX101 - JUDGE CLASTER - Coverage by Mike) attended	Mike Rachmann	0.50	\$650.00	True	No	-	\$325.00

7/22/2025	Case Management Statement reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
7/21/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
7/16/2025	1 email sent/reviewed regarding Transaction Notification for order #25838307 (Ali Kabirian Dehkordi) : Customer 0106752	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
7/15/2025	4 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
7/15/2025	Joint Initial Case Management Conference Report created, then edited	Collette Navasartian	0.70	\$225.00	True	No	-	\$157.50
7/15/2025	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
7/15/2025	Email attachment reviewed - Joint Initial Case Management Conference Report	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
7/14/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
7/14/2025	Case Management Statement created	Gabriela Dominguez	0.20	\$225.00	True	No	-	\$45.00
7/14/2025	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
7/14/2025	Dehkordi - Complaint - Filed reviewed	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
7/14/2025	Dehkordi - CCCS - Filed reviewed	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
6/27/2025	1 email sent/reviewed regarding Ali Kabirian v. Modern Creation, Inc.	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
6/19/2025	Dehkordi - Complaint - Filed reviewed	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
6/6/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
6/6/2025	Dehkordi - NOTICE RE CMC edited and reviewed	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
6/6/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
6/3/2025	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
5/30/2025	Matter admin	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
5/28/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc.	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/28/2025	1 email sent/reviewed regarding Reminder: Invoice Due - DEHKORDI et al. v. MODERN CREATION INC	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
5/20/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50

5/19/2025	Dehkordi - NOTICE RE CMC edited	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
5/19/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
5/19/2025	Proof of Electronic Service created	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
5/19/2025	5-7-25 MO re Chamber Works reviewed	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
5/19/2025	NOTICE RE CMC created	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
5/16/2025	5-7-25 MO re Chamber Works reviewed	Gabriela Dominguez	0.20	\$225.00	True	No	-	\$45.00
5/13/2025	Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/13/2025	1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
5/7/2025	Invoice_20040_from_Mediation_Offices_of_f_Steven_G_Mehta created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/7/2025	3 emails sent/reviewed regarding New payment request from Mediation Offices of Steven G. Mehta - invoice 20040 - DEHKORDI v. MODERN CREATION	Kaylie Urango	0.20	\$75.00	True	No	-	\$15.00
5/6/2025	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
5/6/2025	1 email sent/reviewed regarding REQUESTED HOLD FOR MEDIATION ON DECEMBER 10, 2025	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/2/2025	Email attachment reviewed - Notice and Acknowledgment of Receipt - Civil	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
5/2/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
5/1/2025	Phone Call From: Ali Kabirian Dehkordi	Daniel Ginzburg	0.20	\$650.00	True	No	-	\$130.00
5/1/2025	Phone Call To: Ali Kabirian Dehkordi	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
5/1/2025	1 message sent/reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
5/1/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
5/1/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
5/1/2025	2 emails sent/reviewed regarding QME Dr reports and modified duties	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
4/30/2025	3 messages sent/reviewed	Daniel Ginzburg	0.20	\$650.00	True	No	-	\$130.00
4/30/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50

4/30/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
4/30/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/29/2025	Phone Call From: Ali Kabirian Dehkordi	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
4/29/2025	Memo reviewed - No related cases, 76 agrieved employees	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
4/29/2025	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
4/28/2025	3 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/28/2025	1 email sent/reviewed regarding Transaction Notification for order #25253103 : Customer 0106752	Taylor McCarthy	0.20	\$75.00	True	No	-	\$15.00
4/28/2025	Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/28/2025	7 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.40	\$225.00	True	No	-	\$90.00
4/28/2025	Email attachment reviewed - Notice and Acknowledgment of Receipt - Signed	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/25/2025	Dehkordi - Complaint - Filed reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
4/14/2025	Email attachment reviewed - Notice and Acknowledgment of Receipt - Civil	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/14/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/11/2025	2 emails sent/reviewed regarding Invoice delivery for the litigation support of SUMMONS & COMPLAINT PACKET; in the matter of ALI KABIRIAN DEHKORDI, v MODERN CREATION INC	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
4/9/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/8/2025	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/8/2025	4 emails sent/reviewed regarding Ali Kabirian v. Modern Creation, Inc.	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/8/2025	5 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.20	\$225.00	True	No	-	\$45.00
4/8/2025	1 email sent/reviewed regarding Court eFiling Order Accepted for ALI KABIRIAN DEHKORDI vs. MODERN CREATION INC, Case # Not Assigned	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/8/2025	Notice of Acknowledgment of Receipt of Summons and Complaint created	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/8/2025	Email attachment reviewed - Notice and Acknowledgment of Receipt - Civil	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50

4/8/2025	Notice and Acknowledgment of Receipt - Civil created, then edited and reviewed	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/8/2025	Matter admin	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/7/2025	1 message sent/reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/7/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/7/2025	2 emails sent/reviewed regarding Ali Kabirian v. Modern Creation, Inc.	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/7/2025	Matter admin	Kaylie Urango	0.10	\$75.00	True	No	-	\$7.50
4/7/2025	5 emails sent/reviewed regarding Ali Kabirian v. Modern Creation, Inc.	Kaylie Urango	0.50	\$75.00	True	No	-	\$37.50
4/4/2025	1 email sent/reviewed regarding Order Confirmation for ALI KABIRIAN DEHKORDI vs. MODERN CREATION INC, Case # Not Assigned	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/3/2025	Memo reviewed - For IYA, very insignificant wage and hour case and potentially a big company.	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
4/3/2025	Memo created - No related cases, 76 aggrieved employees	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
4/3/2025	1 email sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/3/2025	Email attachment reviewed - 2025.03.21 - Complaint (Dehkordi)	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/3/2025	2025.03.21 - Complaint (Dehkordi) edited and reviewed	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
4/3/2025	2025.03.21 - Complaint (Dehkordi) edited	Gabriela Dominguez	1.30	\$225.00	True	No	-	\$292.50
4/3/2025	2025.03.21 - Complaint (Dehkordi) created	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/3/2025	2025.03.21 - Complaint (Dehkordi) reviewed	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/3/2025	Summons created	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/3/2025	2 emails sent/reviewed regarding Ali Kabirian Dehkordi v. Modern Creation Inc	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
4/3/2025	Civil Case Cover Sheet created	Gabriela Dominguez	0.10	\$225.00	True	No	-	\$22.50
3/28/2025	Memo reviewed - Client update - Moving to Texas	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
3/27/2025	2025.03.21 - Complaint (Dehkordi) reviewed	Gabriela Dominguez	0.30	\$225.00	True	No	-	\$67.50
3/26/2025	2025.03.21 - Complaint (Dehkordi) edited	Gabriela Dominguez	0.20	\$225.00	True	No	-	\$45.00

3/21/2025	Phone Call From: Ali Kabirian Dehkordi	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
3/20/2025	4 messages sent/reviewed	Daniel Ginzburg	0.30	\$650.00	True	No	-	\$195.00
3/19/2025	1 message sent/reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
3/18/2025	MCI-00001-MCI-00023 reviewed	Mark Tieman	0.10	\$550.00	True	No	-	\$55.00
3/18/2025	Dehkordi PAGA2 Mailed reviewed	Mark Tieman	0.10	\$550.00	True	No	-	\$55.00
3/18/2025	Damages Calc_AI GEN_Dehekordi reviewed	Mark Tieman	0.10	\$550.00	True	No	-	\$55.00
3/17/2025	Memo reviewed - For IYA, very insignificant wage and hour case and potentially a big company.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/13/2025	Dehkordi Amended PAGA 2 reviewed	Mark Tieman	0.10	\$550.00	True	No	-	\$55.00
3/13/2025	Memo reviewed - For IYA, very insignificant wage and hour case and potentially a big company.	Mark Tieman	0.10	\$550.00	True	No	-	\$55.00
3/13/2025	Memo created, then reviewed - Client update - Moving to Texas	Mark Tieman	0.10	\$550.00	True	No	-	\$55.00
3/13/2025	Memo edited and reviewed - Escalate / PAGA ripe	Mark Tieman	0.50	\$550.00	True	No	-	\$275.00
3/5/2025	Memo created, then edited and reviewed - Escalate (PAGA/class)	Mark Tieman	0.50	\$550.00	True	No	-	\$275.00
3/5/2025	Memo reviewed - For IYA, very insignificant wage and hour case and potentially a big company.	Mark Tieman	0.10	\$550.00	True	No	-	\$55.00
3/5/2025	Memo reviewed - Client providing update	Mark Tieman	0.30	\$550.00	True	No	-	\$165.00
3/5/2025	MCI-00001-MCI-00023 reviewed	Mark Tieman	0.10	\$550.00	True	No	-	\$55.00
3/5/2025	250219 - Kabirian adv. MCI - Corresp.Resp.LWDA reviewed	Mark Tieman	0.20	\$550.00	True	No	-	\$110.00
3/5/2025	Memo created, then edited and reviewed - Client update	Mark Tieman	0.30	\$550.00	True	No	-	\$165.00
2/26/2025	250219 - Kabirian adv. MCI - Corresp.Resp.LWDA reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
1/28/2025	Phone Call From: Ali Kabirian Dehkordi	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
1/28/2025	Memo created - Client providing update	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
1/16/2025	Phone Call From: Ali Kabirian Dehkordi	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
1/16/2025	Dehkordi Amended PAGA Delivered reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50

1/14/2025	Phone Call From: Ali Kabirian Dehkordi	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
12/27/2024	Matter admin	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
12/18/2024	PAGA Cover Letter edited and reviewed	Dane Huntsman	0.20	\$75.00	True	No	-	\$15.00
12/18/2024	2 emails sent/reviewed regarding Thank you for your Amended PAGA Claim Notice Submission.	Dane Huntsman	0.80	\$75.00	True	No	-	\$60.00
12/18/2024	Draft PAGA Letter_v1 (5) edited	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
12/18/2024	Memo reviewed - Onboarding Notes:	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
12/18/2024	Dehkordi Amended PAGA 2 created	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/29/2024	Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/29/2024	Memo edited - For IYA, very insignificant wage and hour case and potentially a big company.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/5/2024	PAGA Cover Letter created	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/5/2024	Draft PAGA Letter_v1 (5) edited	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/5/2024	Matter admin	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/5/2024	1 email sent/reviewed regarding Thank you for submission of your PAGA Case.	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/5/2024	Dehkordi PAGA Filed created, then reviewed	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/5/2024	1 email sent/reviewed regarding State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation	Dane Huntsman	0.20	\$75.00	True	No	-	\$15.00
10/31/2024	Draft PAGA Letter_v1 (5) edited	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
10/31/2024	Memo edited and reviewed - For IYA, very insignificant wage and hour case and potentially a big company.	Iya Merilles	0.40	\$225.00	True	No	-	\$90.00
10/31/2024	Memo edited - Onboarding Notes:	Iya Merilles	0.10	\$225.00	True	No	-	\$22.50
10/31/2024	PAGA Letter Template created	Iya Merilles	0.30	\$225.00	True	No	-	\$67.50
10/25/2024	Damage Calculation created	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
10/25/2024	1 internal message sent/reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00

10/25/2024		Memo created, then edited - For IYA	Daniel Ginzburg	0.20	\$650.00	True	No	-	\$130.00
10/25/2024		1 message sent/reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
10/14/2024		Matter admin	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
10/14/2024		Welcome Letter - Ali Kabirian Denkordi created	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
10/14/2024		2024 01_23pm PDT - Pre-Fill Referred Retainer_New reviewed	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
10/14/2024	001	Initial case review and evaluation	Manny Starr	0.00	\$975.00	True	No	-	\$975.00
Total - Write offs				0.00					\$0.00
Total - Unbillable				0.00					\$0.00
Total - Billable				99.00					\$43,947.50
Total				99.00					\$43,947.50

EXHIBIT 5

Expenses

for Ali Kabirian Dehkordi - Employment Claim - Modern Creation Inc - Charge No.: LWDA-CM-1060146-24 Superior Court Case No.: 30-2025-01473144-CU-OE-CXC

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total	
5/6/2026		One Legal Credit Card Sale_08347294	Kelly Pineda	1	\$84.04	True	No	-	\$84.04	
5/5/2026		One Legal Credit Card Sale_08344215	Kelly Pineda	1	\$20.91	True	No	-	\$20.91	
2/4/2026		One Legal Credit Card Sale_08006752	Kelly Pineda	1	\$20.91	True	No	-	\$20.91	
12/16/2025		document retrieval on Ali Dehkordi	Theresa Anguiano	1	\$7.50	True	No	-	\$7.50	
12/10/2025		One Legal Credit Card Sale_07820904	Theresa Anguiano	1	\$19.82	True	No	-	\$19.82	
7/16/2025		One Legal Credit Card Sale_07316456	Kaylie Urango	1	\$17.50	True	No	-	\$17.50	
5/7/2025		PAID via Check Mediation Offices of Steven G. Mehta Inv. No. 20040	Kaylie Urango	1	\$10,750.00	True	No	-	\$10,750.00	
4/28/2025		One Legal Credit Card Sale_07051784	Taylor McCarthy	1	\$19.82	True	No	-	\$19.82	
4/11/2025		STENO Invoice 1597435 - Delay Pay	Kaylie Urango	1	\$647.20	True	No	-	\$647.20	
11/5/2024		PAGA Filing Fee	Dane Huntsman	1	\$75.00	True	No	-	\$75.00	
11/5/2024		EVE AI Services Fee	Dane Huntsman	1	\$200.00	True	No	-	\$200.00	
11/5/2024		PAGA Mailing Fee	Dane Huntsman	1	\$9.64	True	No	-	\$9.64	
10/14/2024		RR Mailing Fee	Dane Huntsman	1	\$9.64	True	No	-	\$9.64	
Total - Write offs										\$0.00
Total - Unbillable										\$0.00
Total - Billable										\$11,881.98
Total										\$11,881.98

EXHIBIT 6

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Ali Kabirian Dehkordi v. Modern Creation Inc.*; Orange County Superior Court
Case No. 30-2025-01473144-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Ali Kabirian Dehkordi v. Modern Creation Inc.*; Orange County Superior Court Case No. 30-2025-01473144-CU-OE-CXC ("Action").

The lawsuit was filed on April 3, 2025, by Ali Kabirian Dehkordi ("Plaintiff") against his former employer, Modern Creation Inc. ("Defendant") on behalf of the State of California, with respect to himself, and other alleged aggrieved employees, to allege violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 512(a), 558, 2699, and 2802.

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who were employed by Defendant in the State of California during the period of December 18, 2023, through February 9, 2026 ("Aggrieved Employees"). The period from December 18, 2023, through February 9, 2026 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon the Court's entry of the order approving the Settlement Agreement on <<date of entry of order by the Court approving the Settlement>> and full funding of the Total Settlement Amount by Defendant on <<date of full funding>>, Plaintiff and the State of California with respect to you and other Aggrieved Employees, were deemed to have knowingly and voluntarily released and forever discharged Defendant and Released Parties, to the full extent permitted by law, of and from any and all Released Claims. "Released Parties" means Defendant and its respective past, present, or future affiliates, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, legal representatives, representatives, and independent contractors. "Released Claims" means any and all claims for civil penalties, arising during the PAGA Period, under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and Plaintiff's pre-filing notice to the LWDA dated November 5, 2024, as amended by the notice dated December 18, 2024, including alleged violations concerning meal periods, rest periods, payment of minimum and overtime wages, payment for all hours worked, wage statements, final wages, reimbursement of business expenses, suitable seating, and related violations of the applicable Industrial Welfare Commission Wage Orders and California Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 510, 512(a), 558, 1194, 1197.1, 1198, 2699, and 2802.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.