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Attorneys for Plaintiffs Andrew Bellinger and Miguel Flores

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANDREW BELLINGER, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

INLAND VALLEY PARTNERS, LLC, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24STCV05263

REPRESENTATIVE ACTION

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Action filed: February 29, 2024
Trial date: Not set

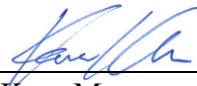
1 **TO EACH PARTY AND EACH ATTORNEY OF RECORD IN THIS ACTION:**

2 PLEASE TAKE NOTICE that on February 17, 2026, Department 53 of the Los
3 Angeles County Superior Court, located at 111 N. Hill St., Los Angeles, California 90012
4 entered an Order Granting Motion for Approval of Paga Settlement. A true and correct copy
5 of the Court's Order Granting Motion for Approval of Paga Settlement is attached hereto as
6 "Exhibit A." Additionally on February 17, 2026, Department 53 of the Los Angeles County
7 Superior Court, located at 111 N. Hill St., Los Angeles, California 90012 entered a Court
8 Judgment. A true and correct copy of the Court's Judgment is attached hereto as "Exhibit B."

9
10 Respectfully submitted,

11 Dated: March 10, 2026

MOON LAW GROUP, PC

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13 By: 
14 Kane Moon
Daniel Park

15 Attorneys for Plaintiff
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EXHIBIT A

1 Kane Moon (SBN 249834)
 2 Daniel J. Park (SBN 274973)
 3 **MOON LAW GROUP, PC**
 4 725 S. Figueroa St., 31st Floor
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FILED
 Superior Court of California
 County of Los Angeles

FEB 17 2025 *gk*

David W. Slayton, Executive Officer/Clerk of Court
 By: K. Mason, Deputy

6 *Attorneys for Plaintiffs Andrew Bellinger and Miguel Flores*

7
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES**

10 ANDREW BELLINGER, individually, and on
 11 behalf of all others similarly situated,

12 Plaintiff,

13
 14 vs.

15
 16 INLAND VALLEY PARTNERS, LLC, a
 17 California corporation; and DOES 1 through
 10, inclusive,

18 Defendants.

Case No.: 24STCV05263

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
 MOTION FOR APPROVAL OF PAGA
 SETTLEMENT**

[Filed with Plaintiffs' Notice of Motion and
 Motion for Approval of PAGA Settlement, the
 Declaration of Kane Moon, the Declaration of
 Plaintiff Andrew Bellinger, the Declaration of
 Plaintiff Miguel Flores, the Declaration of
 Settlement Administrator Jodey Lawrence, and
 [Proposed] Judgment]

PAGA APPROVAL HEARING:

Date: February 17, 2026
 Time: 10:00 a.m.
 Dept.: 53

Reservation ID: 786280108116

Action filed: February 29, 2024
 Trial date: Not set

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1 4. The Court finds that Plaintiffs have exhausted all administrative remedies required to
2 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general with
3 respect to the PAGA claims being released under the terms of the Settlement. Pursuant to California
4 Labor Code section 2699(s)(2), the LWDA was given notice of the Settlement and the hearing on Plaintiffs'
5 Motion, has not objected, and is therefore bound by this PAGA Approval Order.

6 5. The Court identifies the "Aggrieved Employees" as:
7 All current and former hourly-paid or non-exempt employees of Defendant within
8 the State of California at any time during the PAGA Period.

9 6. The "PAGA Period" means:
10 the period from February 24, 2023, to April 16, 2025.

11
12 7. The Gross Settlement Amount shall be at least **\$325,000.00**, subject to potential increase
13 under the Escalator Clause at Paragraph 8 of the Settlement. Defendant will fund the Gross Settlement
14 Amount by transmitting the funds to the Administrator in two installments. The first installment,
15 comprising 50% of the Gross Settlement Amount (\$162,500.00) shall be paid to the Settlement
16 Administrator within thirty (30) days of the Court's grant of Final Approval of this matter. The second
17 installment, comprising the remaining 50% of the Gross Settlement Amount (\$162,500.00), shall be paid to
18 the Settlement Administrator six (6) months after the first payment.

19 8. After deducting the Representative Service Payments to Plaintiffs, the PAGA Counsel Fees
20 Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses Payment, in the
21 amounts specified below, the remainder for allocation as PAGA Penalties will be at least **\$196,992.75**. The
22 LWDA shall receive 75% of the PAGA Penalties (at least **\$147,744.56**), and the Aggrieved Employees shall
23 receive 25% (at least **\$49,248.19**).

24 9. The Court approves Phoenix Class Action Administration Solutions to serve as the
25 Administrator of this Settlement, and awards an Administrator Expenses Payment payable to the
26 Administrator from the Gross Settlement Amount in an amount of **\$7,950.00** to effectuate administration of
27 the Settlement.

28 10. The Court awards Plaintiffs Representative Service Payments payable from the Gross

1 Settlement Amount in the amounts of **\$10,000.00** to Plaintiff Bellinger and **\$5,000.00** to Plaintiff Flores,
2 which shall be paid in addition to any Individual PAGA Payment that Plaintiffs are eligible to receive as
3 Aggrieved Employees.

4 11. The Court appoints Plaintiffs' Counsel of record Kane Moon and Daniel Park of Moon
5 Law Group, PC as PAGA Counsel.

6 12. The Court awards to PAGA Counsel a PAGA Counsel Fees Payment payable from the
7 Gross Settlement Amount in the amount of one-third (33%) of the Gross Settlement Amount (at least
8 **\$108,333.33**, subject to potential increase under the Escalator Clause) as payment for reasonable attorneys'
9 fees. The Court finds this award is reasonable compared to amounts routinely approved in similar settlements
10 and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary
11 funds for class members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) PAGA
12 Counsel undertook representation on a contingency basis despite the uncertainty of any fee award. PAGA
13 Counsel were necessarily precluded from pursuing other potential sources of fees because of work and
14 fiduciary duties owed in connection with this Action. The Court observes that this is not a class action; it is
15 more akin to contingent representation with an additional requirement of Court review due to the *qui tam*
16 nature of a PAGA claim. Attorneys' fees that are fifty percent of a common fund are typically considered the
17 upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small.
18 (*See Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where
19 30–50 percent was awarded involved “smaller” settlement funds of under \$10 million].) Based on these
20 considerations, and after conducting a lodestar cross-check, by the Court, the Court finds the fee award of
21 one-third of the Gross Settlement Amount is reasonable and fair.

22 13. The Court awards to PAGA Counsel a PAGA Counsel Litigation Expenses Payment
23 payable from the Gross Settlement Amount in the amount of **\$12,376.08** as reimbursement for actual litigation
24 costs. The Court finds these costs were actually and necessarily incurred by PAGA Counsel during this
25 Action.

26 14. Releases of Claims:

- 27 a. Plaintiffs' Release. As a condition of receiving any portion of their respective Representative
28 Service Payment, Plaintiffs agree to the following general release (“Plaintiff's Release”): In

consideration of Defendant's promises and agreements as set forth herein, Plaintiffs hereby fully releases the Released Parties from any and all claims alleged in the Action, and also generally releases and discharges the Released Parties, and all of their present and former parents, subsidiaries, affiliates, and joint ventures, shareholders, members, managers, officers, officials, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against them through the date that this Agreement is fully executed. This general release includes, but is not limited to, claims arising out of or relating to Plaintiffs' employment by Defendant, including but not limited to any and all claims for violation of any section of the California Labor Code and/or Wage Orders; violation of the Fair Labor Standards Act ("FLSA"); failure to pay wages, benefits, vacation pay, severance pay, final pay, or other compensation of any sort; fraud; intentional or negligent misrepresentation; breach of contract; promissory estoppel; wrongful termination; retaliation; violation of public policy; breach of implied covenant of good faith and fair dealing; defamation; unlawful effort to prevent employment; sexual harassment; discrimination on the basis of race, color, sex, national origin, ancestry, religion, age, disability, handicap, medical condition, marital status or any other protected class; any claim under the Fair Credit Reporting Act, California Consumer Credit Reporting Agencies Act, California Investigative Consumer Reporting Agencies Act, or other laws regarding background checks; any claim under Title VII of the Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, et seq.; the Americans with Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the California Fair Employment and Housing Act ("FEHA"), or California Government Code §§ 12940 et seq.; violation of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"); violation of the Occupational Safety and Health Act ("OSHA") or any other health and/or safety laws, statutes or regulations; violation of the Employment Retirement Income Security Act of 1974 ("ERISA"); violation of the Internal Revenue Code; any other claim arising from employment or; or other common law or tort matters and all other claims

02/20/2026

1 under federal, state or local law. Plaintiffs acknowledge that they may discover facts or law
2 different from, or in addition to, the facts or law that he now knows or believes to be true but
3 agrees, nonetheless, that their Release shall be and remain effective in all respects,
4 notwithstanding such different or additional facts or Plaintiffs' discovery of them. However,
5 this Agreement will not release any of Plaintiff Flores' claims made against Defendant in
6 the Flores Individual Action, which are being resolved through a separate settlement
7 agreement involving Plaintiff Flores and Defendant.

8 b. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
9 behalf of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors and assigns, the Released Parties from all PAGA
11 claims that were alleged, or reasonably could have been alleged, based on the facts stated in
12 the Operative Complaint and the PAGA Notice during the PAGA Period.

13 c. Released Parties. Defendant and each of its former and present directors, officers,
14 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns
15 subsidiaries, and affiliates.

16 15. Within 15 days after the Court grants Approval of the Settlement, Defendant shall deliver
17 the Aggrieved Employee Data to the Administrator.

18 ~~16. The Court sets a Status Conference on January __, 2026, at _____ in Department 9 of~~
19 ~~this Court regarding the Escalator Clause. At the Status Conference, Defendant shall report whether the~~
20 ~~Escalator Clause has been triggered, and if so, whether Defendant elects to (1) pay the pro rata percentage~~
21 ~~increase in excess of 10% of the Gross Settlement Amount to include the additional pay periods, (e.g., a 11~~
22 ~~% increase in pay periods would result in a 1 % increase in the Gross Settlement Amount) or (2) reduce the~~
23 ~~PAGA Period to the date that 19,221 pay periods were met, but not exceeded. Assuming the escalator is~~
24 ~~triggered and Defendant selects the second option, prior to the Status Conference the Parties shall submit an~~
25 ~~amended proposed approval order and judgment to reflect the revised PAGA Period.~~

26 17. Upon entry of this PAGA Approval Order, the Parties and the Administrator shall effectuate
27 all terms of the Settlement, including Defendant's funding obligations, based on the provisions and timelines
28 set forth therein and consistent with this PAGA Approval Order.

1 18. Each side is to bear its own costs and attorneys' fees, except as provided by the Settlement
2 and this PAGA Approval Order.

3 19. The Court will enter Judgment in accordance with this PAGA Approval Order and
4 dismissing this entire Action, including the Released PAGA Claims, with prejudice.

5 20. Nothing in this PAGA Approval Order, the Settlement, or the accompanying Judgment will
6 be construed as an admission or concession by any Party.

7 21. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of
8 this PAGA Approval Order or Judgment, the Court retains continuing jurisdiction over the Parties, this
9 Action, and this Settlement, including following any entry of Judgment for purposes of enforcement,
10 interpretation, settlement administration, and any post-Judgment issues that arise.

11 *Plaintiffs shall give notice.*
IT IS SO ORDERED AND DECREED.

12 Dated: FEB 17 2026

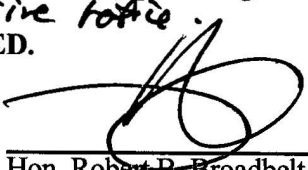
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14 Hon. Robert B. Broadbelt
15 Judge of the Superior Court, Los Angeles County
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EXHIBIT B

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Attorneys for Plaintiffs Andrew Bellinger and Miguel Flores

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANDREW BELLINGER, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

INLAND VALLEY PARTNERS, LLC, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24STCV05263

REPRESENTATIVE ACTION

~~PROPOSED~~ JUDGMENT

[Filed with Plaintiffs' Notice of Motion and
Motion for Approval of PAGA Settlement, the
Declaration of Kane Moon, the Declaration of
Plaintiff Andrew Bellinger, the Declaration of
Plaintiff Miguel Flores, the Declaration of
Settlement Administrator Jodey Lawrence, and
[Proposed] PAGA Approval Order]

PAGA APPROVAL HEARING:

Date: February 17, 2026
Time: 10:00 a.m.
Dept.: 53

Reservation ID: 786280108116

Action filed: February 29, 2024
Trial date: Not set

FEB 17 2026

David W. Slayton, Executive Officer/Clerk of Court

By: K. Mason, Deputy

1 **[PROPOSED] JUDGMENT**

2 Plaintiffs Andrew Bellinger and Miguel Flores ("Plaintiffs") and Defendant Inland Valley Partners,
3 LLC ("Defendant") (collectively, Plaintiffs and Defendant are the "Parties") have reached a settlement of the
4 above-captioned matter (the "Action"). Pursuant to the California Private Attorneys General Act of 2004,
5 Labor Code sections 2698, *et seq.* ("PAGA"), Plaintiffs have filed a Motion for Approval of PAGA
6 Settlement ("Plaintiffs' Motion") seeking approval of the Parties' PAGA Settlement Agreement (the
7 "Settlement"). A copy of the Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in
8 Support of Plaintiffs' Motion for Approval of PAGA Settlement.

9 The Court, having duly considered Plaintiffs' Motion, the supporting declarations and
10 exhibits thereto, including the Settlement, all other papers filed and proceedings had herein, and
11 having reviewed the record in this Action, and good cause appearing, **HEREBY ADJUDGES AND**
12 **DECREEES AS FOLLOWS:**

13 1. The Court has granted Plaintiffs' Motion and the Parties' Settlement by way of an Order
14 Granting Motion for Approval of PAGA Settlement (the "PAGA Approval Order"). The PAGA Approval
15 Order is incorporated herein in its entirety.

16 2. The Court now enters Judgment. The Judgment set forth herein is intended to be a final
17 disposition of the Action in its entirety and is intended to be immediately appealable. All capitalized terms
18 used for purposes of this Judgment have the same meaning as given in the Settlement, unless otherwise
19 indicated.

20 3. In accordance with and for the reasons stated in the PAGA Approval Order, this Judgment
21 is entered whereby Plaintiffs, PAGA Counsel, the California Labor and Workforce Development Agency
22 (the "LWDA"), and the Aggrieved Employees, shall take nothing from Defendant, except as expressly set
23 forth in the PAGA Settlement.

24 4. Plaintiffs have exhausted all administrative remedies required to bring the PAGA
25 claims alleged in this Action and is authorized to act as a private attorney general with respect to the
26 PAGA claims being released under the terms of the Settlement. Pursuant to Labor Code
27 section 2699(s)(2), the LWDA was given notice of the Settlement and the hearing on Plaintiffs' Motion, has
28 not objected, and is therefore bound by this Judgment.

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5. The “Aggrieved Employees” are:
- All current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
6. The “PAGA Period” means:
- the period from February 24, 2023, to April 16, 2025.
7. Releases of Claims:
- a. Plaintiffs’ Release. As a condition of receiving any portion of their respective Representative Service Payment, Plaintiffs agree to the following general release (“Plaintiff’s Release”): In consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs hereby fully releases the Released Parties from any and all claims alleged in the Action, and also generally releases and discharges the Released Parties, and all of their present and former parents, subsidiaries, affiliates, and joint ventures, shareholders, members, managers, officers, officials, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against them through the date that this Agreement is fully executed. This general release includes, but is not limited to, claims arising out of or relating to Plaintiffs’ employment by Defendant, including but not limited to any and all claims for violation of any section of the California Labor Code and/or Wage Orders; violation of the Fair Labor Standards Act (“FLSA”); failure to pay wages, benefits, vacation pay, severance pay, final pay, or other compensation of any sort; fraud; intentional or negligent misrepresentation; breach of contract; promissory estoppel; wrongful termination; retaliation; violation of public policy; breach of implied covenant of good faith and fair dealing; defamation; unlawful effort to prevent employment; sexual harassment; discrimination on the basis of race, color, sex, national origin, ancestry, religion, age, disability, handicap, medical condition, marital status or any other protected class; any claim under the Fair Credit Reporting Act, California Consumer Credit Reporting Agencies Act, California Investigative Consumer Reporting

02/28/2026

1 Agencies Act, or other laws regarding background checks; any claim under Title VII of the
2 Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, et seq.; the Americans
3 with Disabilities Act (“ADA”), the Age Discrimination in Employment Act (“ADEA”), the
4 California Fair Employment and Housing Act (“FEHA”), or California Government Code
5 §§ 12940 et seq.; violation of the Consolidated Omnibus Budget Reconciliation Act of 1985
6 (“COBRA”); violation of the Occupational Safety and Health Act (“OSHA”) or any other
7 health and/or safety laws, statutes or regulations; violation of the Employment Retirement
8 Income Security Act of 1974 (“ERISA”); violation of the Internal Revenue Code; any other
9 claim arising from employment or; or other common law or tort matters and all other claims
10 under federal, state or local law. Plaintiffs acknowledge that they may discover facts or law
11 different from, or in addition to, the facts or law that he now knows or believes to be true but
12 agrees, nonetheless, that their Release shall be and remain effective in all respects,
13 notwithstanding such different or additional facts or Plaintiffs’ discovery of them. However,
14 this Agreement will not release any of Plaintiff Flores’ claims made against Defendant in
15 the Flores Individual Action, which are being resolved through a separate settlement
16 agreement involving Plaintiff Flores and Defendant.

- 17 b. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
18 behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors and assigns, the Released Parties from all PAGA
20 claims that were alleged, or reasonably could have been alleged, based on the facts stated in
21 the Operative Complaint and the PAGA Notice during the PAGA Period.
- 22 c. Released Parties. Defendant and each of its former and present directors, officers,
23 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns
24 subsidiaries, and affiliates.

25 8. All payments due by Defendant for settlement of this Action will be made pursuant to the
26 Settlement, the PAGA Approval Order, and this Judgment.

27 9. Each side is to bear its own costs and attorneys’ fees, except as provided by the Settlement,
28 the PAGA Approval Order, or this Judgment.

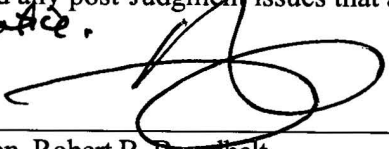
1 10. Nothing in the Settlement, the PAGA Approval Order, or this Judgment will be construed
2 as an admission or concession by any Party.

3 11. Based on entry of the PAGA Approval Order and this Judgment, and in accordance with the
4 Settlement, this entire Action is DISMISSED WITH PREJUDICE, including dismissal with prejudice of the
5 Released PAGA Claims on behalf of Plaintiffs and all Aggrieved Employees.

6 12. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of
7 the PAGA Approval Order or this Judgment, the Court retains continuing jurisdiction over the Parties, this
8 Action, and this Settlement, including following any entry of Judgment for purposes of enforcement,
9 interpretation, settlement administration, and any post-Judgment issues that arise.

10 *Plaintiffs shall give notice.*
JUDGMENT IS SO ENTERED.

11 Dated: _____



Hon. Robert B. Broadbelt
Judge of the Superior Court, Los Angeles County

02/20/2026

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

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Cruz Zavala
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Attorneys for Defendant Inland Valley Partners, LLC
(Served via U.S. Mail)

[✓] BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS: By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **March 10, 2026** at Los Angeles, California.

/s/ Karen castillo
Signature