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ALYSSA CHRISTINE COREAS

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Attorneys for Defendant,
ZEALIE, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

DEBRA DEANNA JOYCE ANDERSON,
REBECCA DE JESUS RAMIREZ, SALINA
ALEXANDRA GARCIA, JANEL YOUN
FLETCHER, LYDIA RAMIREZ, ALYSSA
CHRISTINE COREAS, an individual,

Plaintiffs,

v.

ZEALIE, LLC, limited liability company;
and DOES 1 through 20, inclusive,

Defendants.

Case No.: 30-2023-01344258-CU-OE-CXC

*Assigned for all purposes to the Honorable
Judge Melissa R. McCormick, Department CX105*

**JOINT MOTION TO APPROVE PAGA
SETTLEMENT; MEMORANDUM OF POINTS
AND AUTHORITIES; DECLARATION OF
SAMANTHA L. ORTIZ; EXHIBITS**

RES ID: 74631430

Date: October 2, 2025
Time: 2:00 p.m.
Dept.: CX105

Action Filed: August 18, 2023
Trial Date: Vacated

1
2 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

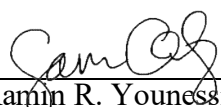
3 **PLEASE TAKE NOTICE** that on October 2, 2025, at 2:00 p.m., or as soon thereafter as this
4 matter may be heard in Department CX105 of the above-entitled court, located at 751 W. Santa Ana
5 Blvd., Santa Ana, CA 92701, Plaintiffs Debra Deanna Joyce Anderson, Rebecca De Jesus Ramirez,
6 Salina Alexandra Garcia, Janel Youn Fletcher, Lydia Ramirez, and Alyssa Christine Coreas
7 (collectively referred to as "Plaintiffs" herein) and Defendant ZEALIE, LLC ("Defendant" herein)
8 (Plaintiffs and Defendant are collectively herein after referred to as the "Parties") will and hereby do
9 move for an order approving the PAGA Settlement reached in this case.

10 This joint motion will be, and hereby is, made pursuant to pursuant to Labor Code section
11 2699(1)(2) on the grounds that all PAGA settlements must be reviewed and approved by the Court, the
12 Parties' settlement of this case is contingent upon on this Court's approval, and on the further grounds
13 that Defendant do not oppose the relief requested and, in fact, stipulated to it.

14 The joint motion shall be based on this notice, the memorandum of points and authorities,
15 declaration of Samantha L. Ortiz, and exhibits filed concurrently herewith, on all records on file in this
16 case, and on such other evidence as may properly come before the Court at or before the time of the
17 hearing of this motion.

18
19 DATED: August 11, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

20
21 By: 

22 Ramin R. Younessi, Esq.
23 Heather N. Phillips, Esq.
24 Samantha L. Ortiz, Esq.
25 Charles Casado, Esq.
26 Attorneys for Plaintiffs,
27 DEBRA DEANNA JOYCE ANDERSON,
28 REBECCA DE JESUS RAMIREZ,
SALINA ALEXANDRA GARCIA, JANEL
YOUN FLETCHER, LYDIA RAMIREZ, and
ALYSSA CHRISTINE COREAS

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On August 18, 2023, Plaintiffs Debra Deanna Joyce Anderson, Rebecca De Jesus Ramirez,
4 Salina Alexandra Garcia, Janel Youn Fletcher, Lydia Ramirez, and Alyssa Christine Coreas brought
5 this action asserting multiple violations of the California Labor Code that they suffered during their
6 employment. Plaintiffs filed their lawsuit for individual claims and a claim for penalties pursuant to the
7 Private Attorney General Act (“PAGA”) on behalf of the State of California for the Aggrieved
8 Employees. Defendant Zealie, LLC (hereinafter “Defendant”) responded to the lawsuit by generally
9 denying the allegations and asserting several affirmative defenses.

10 After discovery and investigation, Plaintiffs and Defendant reached a resolution of the entire
11 case, including the PAGA claim. Pursuant to the Labor Code section 2699(1)(2), the PAGA settlement
12 is contingent upon this Court’s approval. Plaintiffs now bring this motion for the approval of the PAGA
13 settlement. For the reasons set forth below, the settlement amount allocated to the PAGA penalties is
14 fair and reasonable, and Plaintiffs respectfully request that this Court grant this motion.

15
16 **II. STATEMENT OF RELEVANT FACTS**

17 On February 6, 2023, Plaintiffs served a letter to the LWDA and Defendant to notify them of the
18 various Labor Code violations that Plaintiffs suffered and the fact that Plaintiffs intended to file a
19 complaint in court for the same violations on behalf of Aggrieved Employees. [See Declaration of
20 Samantha L. Ortiz (“Ortiz Decl.”), ¶¶ 2-3; Exhibit 1] Thereafter, on August 18, 2023, Plaintiffs filed a
21 Complaint in the Superior Court of the State of California, Orange Co, Case No. 30-2023-01344258-
22 CU-OE-CXC alleging: (1) Failure to Pay Wages (Labor Code §§201, 1194), (2) Failure to Provide
23 Meal and Rest Periods (Labor Code §§226.7, 512), (3) Failure to Indemnify for Necessary Business
24 Expenses (Labor Code §2802), (4) Failure to Provide Itemized Wage and Hour Statements (Labor Code
25 §§226, Et Seq), (5) Waiting Time Penalties (Labor Code §§201-203), (6) Private Attorney General Act
26 (Labor Code §2699, Et Seq), and (7) Unfair Competition (Bus. & Prof. Code §1720 et seq.). [Ortiz, ¶
27 4.] On November 29, 2023, Defendant filed its Answer to Plaintiffs’ Complaint generally denying the
28 allegations and asserting several affirmative defenses. [Ortiz Decl., ¶ 5.]

1 Prior to mediation, the Parties exchanged both formal and informal discovery. Defendant
2 produced records related to the aggrieved employees. Plaintiffs determined that approximately 27
3 former and current non-exempt employees worked for Defendants on approximately 861 pay periods
4 between June 14, 2022 and April 10, 2025. Individual PAGA payments shall be paid on a pro rata basis
5 calculated according to the number of pay periods the aggrieved employee worked during the PAGA
6 period. [Ortiz Decl., ¶ 6.]

7 On April 9, 2025, the Parties participated in an all-day mediation with experienced employment
8 mediator, Hon. Dalila Lyons (Ret.). The Parties agreed to settle the Action. [Ortiz Decl., ¶ 7.]

9 The Parties agreed to a settlement of \$17,220.00 (“Gross Settlement Amount”) to the resolution
10 of Plaintiffs’ PAGA claims as brought forth in this action. Plaintiffs’ counsel will not recover attorneys’
11 fees and costs from the Gross Settlement Amount, but rather from Plaintiffs’ individual settlements.
12 From the Gross Settlement Amount, the Parties agreed to the following allocation:
13

Administration Costs	\$2,500.00
Net Settlement Amount (“NSA”)	\$14,720.00
PAGA Penalty Payment to LWDA (75% of NSA)	\$11,040.00
PAGA Penalty Payment to Aggrieved Employees (25% of NSA)	\$3,680.00

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19 [Ortiz Decl., ¶¶ 8-11, Exhibit 2 at ¶3.1.]

20 Counsel for both Plaintiffs and Defendant have determined that the Settlement is sufficient to
21 serve the policy rationale underlying PAGA and should be approved by the Court as fair and
22 reasonable.
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1 **III. LEGAL ANALYSIS**

2 **A. The Court Should Approve the PAGA Settlement Because The Settlement Is Fair,**
3 **Adequate and Reasonable in Light Of the Risks of this Case.**

4 A settlement reached between the Parties on a PAGA claim is subject to court review and
5 approval. Cal. Lab. Code §2699(1). However, the PAGA does not set forth the factors that should be
6 considered when determining whether to approve a settlement other than the amount paid to settle a
7 claim for PAGA penalties should be allocated as twenty-five percent (25%) payable to the aggrieved
8 employees on whose behalf penalties were recovered, and seventy-five percent (75%) payable to the
9 LWDA. Lab. Code §2699(i).

10 As explained by the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969,
11 the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore do
12 not need to follow the class action procedures for obtaining an approval of the settlement. *Arias v.*
13 *Superior Court*, 46 Cal.4th at 984. The settlement of Plaintiffs' PAGA claim should be approved
14 because it is fair, adequate and reasonable. See, *Kirkorian v. Borelli* (1988, N.D. Cal) 695 F. Supp. 446,
15 451 (opinion of experienced counsel is entitled to considerable weight).

16 The Parties involved in this action were zealously represented by competent legal counsel who
17 have a combined total of more than 30 years of legal experience and have represented clients in
18 numerous wage-and-hour disputes. [Ortiz Decl., ¶13-14.] The Parties participated in a full-day
19 mediation session before an experienced mediator. [Ortiz Decl., ¶¶6-7.]

20 Defendant continues to maintain that Plaintiffs' claims lack merit, primarily on the basis that
21 Plaintiffs worked from home and set their own schedules, enabling them to take their meal and rest
22 breaks at all times. Defendant did not act knowingly or intentionally and had meal and rest policies that
23 made clear to employees that they were entitled to take uninterrupted meal and rest breaks. [Ortiz Decl.,
24 ¶ 16.] Plaintiffs argued that despite working from home, each plaintiff's workload was such that there
25 was no real opportunity to take breaks. Even if Plaintiffs took their breaks, Plaintiffs would be
26 reprimanded for not completing their work. Plaintiffs argue that Defendant's meal and rest break
27 policies were not enforced. In the course of the investigation, Plaintiffs found that the violations that
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1 were common among them were situations limited to one manager that all six Plaintiffs were
2 supervised by. Therefore, it was a risk that Plaintiffs would be able to present evidence on their own
3 behalf of the violations suffered under this manager but that others would have little to no exposure to
4 the same kinds of violations under different managers. This was a major factor taken into consideration
5 in the course of the settlement negotiations. [Ortiz Decl., ¶17.]

6 While Plaintiffs' counsel disagrees that Defendant's arguments are legally correct or persuasive,
7 counsel had to consider the foregoing facts and arguments and how they might impact any judgment
8 ultimately awarded if the Court were persuaded by them. [Ortiz Decl., ¶ 18.] In light of these
9 arguments and the potential risks, Plaintiffs' counsel determined that the settlement was fair and
10 reasonable. [Ortiz Decl., ¶¶ 14-15, 19-20.]

11 **B. The Court Should Approve The Settlement of the PAGA Action Because The**
12 **Individual Rights Of Aggrieved Employees Are Not Prejudiced**

13 In a PAGA representative action, the plaintiff employee prosecutes on behalf of the Labor
14 Commission; the similarly-aggrieved employees have no private right of action in those penalties and
15 no entitlement to them. *Rope v. Auto-Chlor System of Washington, Inc.* (2013) 220 Cal.App.4th 635,
16 650 ["In PAGA, the Legislature created an enforcement mechanism for aggrieved employees to file
17 representative actions to recover penalties in cases in which there is no private cause of action as an
18 alternative to enforcement by the Labor Commissioner"]; *Arias*, 46 Cal.4th at 980–987 [PAGA suit is a
19 representative action and need not be brought as a class action]. Here, Plaintiffs are not aware of any
20 other aggrieved employees who have any expectations of recovery of any kind on this case, and to the
21 extent any of them wish, in the future, to pursue their own claims for alleged Labor Code violations,
22 they have the ability to do so. Indeed, the rights of other aggrieved employees to pursue individual
23 claims under the Labor Code, other than for PAGA penalties, are not affected by this settlement; the
24 settlement does not purport to waive or release any of their rights aside from rights to PAGA
25 penalties.[Ortiz Decl., ¶ 21.] Approval of the settlement in this case will not prejudice the individual
26 rights of any other employees, and is thus warranted under the circumstances.
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LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

By: /s/ Samantha L. Ortiz

Ramin R. Younessi, Esq.
Heather N. Phillips, Esq.
Samantha L. Ortiz, Esq.
Charles Casado, Esq.
Attorneys for Plaintiffs,
DEBRA DEANNA JOYCE ANDERSON,
REBECCA DE JESUS RAMIREZ,
SALINA ALEXANDRA GARCIA, JANEL
YOUN FLETCHER, LYDIA RAMIREZ, and
ALYSSA CHRISTINE COREAS

1
2 DATED: August 11, 2025
3

POLSINELLI LLP

4 By: /s/ Alex Polishuk
5 Alex Polishuk, Esq.
6 Sarah Oh, Esq.
7 Attorneys for Defendant,
8 ZEALIE, LLC
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(3) Failure to Indemnify for Necessary Business Expenses (Labor Code §2802), (4) Failure to Provide Itemized Wage and Hour Statements (Labor Code §§226, Et Seq), (5) Waiting Time Penalties (Labor Code §§201-203), (6) Private Attorney General Act (Labor Code §2699, Et Seq), and (7) Unfair Competition (Bus. & Prof. Code §1720 et seq.).

5. Defendant filed its Answer to Plaintiffs' Complaint on November 29, 2023 generally denying the allegations and asserting several affirmative defenses.

6. Prior to mediation, the Parties exchanged both formal and informal discovery. Defendant produced records related to the aggrieved employees. Plaintiffs determined that approximately 27 former and current non-exempt employees worked for Defendants on approximately 861 pay periods between June 14, 2022 and April 10, 2025. Individual PAGA payments shall be paid on a pro rata basis calculated according to the number of pay periods the aggrieved employee worked during the PAGA period.

7. On April 9, 2025, the Parties participated in an all-day mediation with experienced employment mediator, Hon. Dalila Lyons (Ret.). The Parties agreed to settle the Action at mediation. Attached hereto as **Exhibit 2** and incorporated herein by this reference is a true and correct copy of the PAGA Settlement Agreement (the "Agreement").

8. The Parties agreed to a settlement of \$17,220.00 ("Gross Settlement Amount") to the resolution of Plaintiffs' PAGA claims as brought forth in this action. Plaintiffs' counsel will not recover attorneys' fees and costs from the Gross Settlement Amount, but rather from Plaintiffs' individual settlements. From the Gross Settlement Amount, the Parties agreed to the following allocation:

Administration Costs	\$2,500.00
Net Settlement Amount ("NSA")	\$14,720.00
PAGA Penalty Payment to LWDA (75% of NSA)	\$11,040.00
PAGA Penalty Payment to Aggrieved Employees (25% of NSA)	\$3,680.00

1 9. Based upon the analysis and the evaluation of a number of factors, and recognizing the
2 substantial risks of continued litigation, including the possibility that the Action, if not settled now,
3 might not result in any recovery whatsoever for the Aggrieved Employees, or might result in recovery
4 that is less than favorable to the Aggrieved Employees, and that would not occur for several years,
5 Plaintiff's Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and
6 adequate and that this Agreement is in the best interests of the Aggrieved Employees.

7 10. Because this is a settlement of PAGA claims for civil penalties only, no portion of the
8 Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the LWDA PAGA Penalty
9 Payment and the PAGA Penalty Payments to the Aggrieved Employees will be treated and reported for
10 tax purposes as non-wage payments and the Administrator will be responsible for issuing IRS Forms
11 1099 as required. This provision is set forth in Section 3.2.3.2 of the Agreement. [**Exh. 2**].

12 11. Attached here as **Exhibit 3**, and incorporated by this reference, is a true and correct copy
13 of the bid received from IYLM Settlement Administrators (the "PAGA Administrator") to administer
14 the settlement with their estimate of \$2,500.00 in administration expenses clearly listed. Once Defendant
15 funds the Gross Settlement Amount, the PAGA Administrator will mail checks for all individual PAGA
16 payments, the LWDA PAGA payment, and administrative expenses pursuant to Section 4.4 of the
17 Settlement Agreement. The PAGA Administrator shall re-mail undeliverable to either a forwarding
18 address or to an address ascertained through an Aggrieved Employee address search. For any Aggrieved
19 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
20 Administrator shall transmit the funds represented by such checks to the California Controller's
21 Unclaimed Property Fund in the name of the Aggrieved Employee.

22 12. The individual Plaintiffs' settlements are outlined in six settlement agreements separate
23 from the PAGA Settlement. The individual Plaintiffs' recovery is as follows:

24 1. Debra Deanna Joyce Anderson's gross recovery is \$28,121.37

25 a) \$5,000.00 allocated to Ms. Anderson's individual recovery for claimed
26 unpaid wages for which an IRS Form W-2 will be issued to Plaintiff and
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1 b) \$23,121.37 allocated to claimed penalties, interest, attorneys' fees and
2 costs, for which an IRS Form 1099 shall be issued to Plaintiff and Plaintiff's
3 attorneys.

4 2. Rebecca De Jesus Ramirez's gross recovery is \$28,268.63

5 a) \$2,600.00 allocated to Ms. Ramirez's individual recovery for claimed
6 unpaid wages for which an IRS Form W-2 will be issued to Plaintiff and

7 b) \$25,668.63 allocated to claimed penalties, interest, attorneys' fees and
8 costs, for which an IRS Form 1099 shall be issued to Plaintiff and Plaintiff's
9 attorneys.

10 3. Salina Alexandra Garcia's gross recovery is \$29,152.25

11 a) \$2,800.00 allocated to Ms. Garcia's individual recovery for claimed
12 unpaid wages for which an IRS Form W-2 will be issued to Plaintiff and

13 b) \$26,352.25 allocated to claimed penalties, interest, attorneys' fees and
14 costs, for which an IRS Form 1099 shall be issued to Plaintiff and Plaintiff's
15 attorneys.

16 4. Janel Youn Fletcher's gross recovery is \$7,798.13

17 a) \$515.00 allocated to Ms. Fletcher's individual recovery for claimed
18 unpaid wages for which an IRS Form W-2 will be issued to Plaintiff and

19 b) \$7,283.13 allocated to claimed penalties, interest, attorneys' fees and
20 costs, for which an IRS Form 1099 shall be issued to Plaintiff and Plaintiff's
21 attorneys.

22 5. Lydia Ramirez's gross recovery is \$9,123.56

23 a) \$660.00 allocated to Ms. Ramirez's individual recovery for claimed
24 unpaid wages for which an IRS Form W-2 will be issued to Plaintiff and

25 b) \$8,463.56 allocated to claimed penalties, interest, attorneys' fees and
26 costs, for which an IRS Form 1099 shall be issued to Plaintiff and Plaintiff's
27 attorneys.
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1 6. Alyssa Christine Correas' gross recovery is \$20,316.06

2 a) \$1,800.00 allocated to Ms. Correas' individual recovery for claimed
3 unpaid wages for which an IRS Form W-2 will be issued to Plaintiff and

4 b) \$18516.06 allocated to claimed penalties, interest, attorneys' fees and
5 costs, for which an IRS Form 1099 shall be issued to Plaintiff and Plaintiff's
6 attorneys.

7 13. The Parties involved in this action were zealously represented by competent legal
8 counsel who have a combined total of more than 30 years of legal experience and have represented
9 clients in numerous wage-and-hour disputes. Specifically, Ramin R. Younessi, counsel for Plaintiff
10 became a member of the California State Bar in December 1994 and has actively and continuously
11 practiced law since. I have been practicing law since 2016, specifically in the area of employment and
12 wage and hour litigation and have litigated hundreds of these kinds of cases.

13 14. Counsel for each party also considered the delay, inconvenience, distraction and
14 uncertainty imposed by these litigation demands that would far outweigh the potential benefits of
15 additional litigation. Specifically, Plaintiffs would have been required to present evidence on all of the
16 Aggrieved Employees and present hundreds of pages of timekeeping records and pay data to the Court
17 for consideration of the PAGA Penalties. Further, Plaintiffs themselves would have needed to have
18 prevailed at trial and been found by a judge or jury to be "aggrieved" employees within the meaning of
19 Labor Code §2699 before proceeding to present any evidence from the Aggrieved Employees. The risk
20 of a finding that Plaintiffs were not personally "aggrieved" would have impacted the ability of
21 Plaintiffs to represent the interests of the State of California and the Aggrieved Employees.

22 15. The amount of the PAGA settlement is sufficient to serve the policy rationale
23 underlying PAGA. The instant settlement allocates \$17,220.00 for approximately 27 Aggrieved
24 Employees who worked approximately 861 total collective PAGA Periods, resulting in about \$20 per
25 pay period recovered.
26

27 16. Defendant continues to maintain that Plaintiffs' claims lack merit, primarily on the basis
28 that Plaintiffs worked from home and set their own schedules, enabling them to take their meal and rest

1 breaks at all times. Defendant contends that based on the data provided, there is little exposure for
2 meal period violations. Other employees supervised by different managers likely had little to no meal
3 or rest period violations at all. Defendant did not act knowingly or intentionally and had meal and rest
4 policies that made clear to employees that they were entitled to take uninterrupted meal and rest
5 breaks.

6 17. Plaintiffs argued that despite working from home, each plaintiff's workload was such
7 that there was no real opportunity to take breaks. Even if Plaintiffs took their breaks, Plaintiffs would
8 be reprimanded for not completing their work. Plaintiffs argue that Defendant's meal and rest break
9 policies were not enforced. In the course of the investigation, Plaintiffs found that the violations that
10 were common among them were situations limited to one manager that all six Plaintiffs were
11 supervised by. Therefore, it was a risk that Plaintiffs would be able to present evidence on their own
12 behalf of the violations suffered under this manager but that others would have little to no exposure to
13 the same kinds of violations under different managers. This was a major factor taken into consideration
14 in the course of the settlement negotiations.

15 18. While Plaintiffs' Counsel disagrees that Defendant's affirmative defenses and legal
16 arguments against PAGA Penalties are persuasive, these arguments had to be considered along with
17 the impact on any judgment ultimately awarded if the Court were persuaded by them. Specifically, the
18 lack of records for the rest breaks and the fact that the violations were noted only for some of the
19 Aggrieved Employees and only on a percentage of the workweeks reviewed meant that it was possible
20 for a Court to significantly reduce the potential recovery under PAGA. In light of these arguments and
21 the potential risks, Plaintiff has determined that the Settlement was a fair and reasonable alternative to
22 continued litigation.

23 19. Plaintiffs' counsel took into account that even if Plaintiffs prevailed on the merits of
24 their PAGA claim, Defendant could argue that the Court should exercise its discretion, under Labor
25 Code § 2699(e), to reduce the amount of civil penalties assessed.

26 20. Plaintiffs' counsel considered that Defendant could persuasively argue that any PAGA
27 penalties assessed should be reduced because Defendant maintains they did not act knowingly or
28

1 intentionally, Further, Plaintiffs' counsel took into account that every non-exempt employee employed
2 during the PAGA Period would need to testify at trial as to having been denied a meal or rest break in
3 every week of employment during the PAGA Period to be entitled to a PAGA penalty for each such
4 workweek, which poses both legal and logistical challenges even if the action was not dismissed or the
5 PAGA class limited due to manageability.

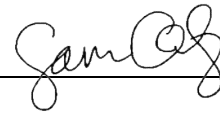
6 21. Neither Plaintiffs nor Plaintiffs' Counsel is aware of any other aggrieved employees
7 who have any expectations of recovery of any kind on this case, and to the extent any of them wish, in
8 the future, to pursue their own claims for alleged Labor Code violations, they have the ability to do so.
9 Indeed, the rights of other aggrieved employees to pursue individual claims under the Labor Code,
10 other than for PAGA penalties, are not affected by this settlement; the settlement does not purport to
11 waive or release any of their rights aside from rights to PAGA penalties.

12 22. The Settlement Agreement furthers the LWDA's enforcement of these priorities.
13 Plaintiffs, while standing in the shoes of the LWDA, have obtained unpaid compensation, which
14 further incentivizes Defendant to comply with the Labor Code moving forward. Hence, the Settlement
15 Agreement contributes to the enforcement of the Labor Code and should therefore be approved under
16 PAGA.

17 23. The Court shall retain jurisdiction to enforce the Settlement Agreement pursuant to
18 Civil Procedure Code section 664.6.

19 24. Pursuant to the Labor Code section 2699(1)(2), the PAGA settlement is contingent upon
20 this Court's approval and the proposed settlement has been submitted to the LWDA in advance of the
21 filing of this motion. I uploaded the fully executed PAGA Settlement Agreement to the LWDA PAGA
22 Filing website. Attached hereto as **Exhibit 4**, and incorporated herein by this reference, is a true and
23 correct copy of PAGA Public Notice Search results showing that the PAGA Settlement Agreement
24 was electronically served and uploaded to the PAGA Filing website on August 11, 2025. Further, I am
25 also directly my office to serve a copy of this declaration and the motion for PAGA Approval on the
26 LWDA in the same manner.
27
28

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 11th day of August 2025, at Los Angeles, California.

3
4 

_____, Esq.

EXHIBIT 1

LAW OFFICES OF
RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 WILSHIRE BOULEVARD, SUITE 2200
LOS ANGELES, CALIFORNIA 90010
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PLEASE NOTE THIS FIRM DOES NOT
ACCEPT SERVICE BY FACSIMILE OR EMAIL

February 3, 2023

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: Joyce Anderson, et al. v. Zealie, LLC
PRIVATE ATTORNEY GENERAL ACT (Our File No. 19305)

To Whom It May Concern:

Please be informed that Zealie, LLC located at 9891 Irvine Center Drive, Suite 180, Irvine, CA 92618 (referred to as “Respondent”), and any other employers or person(s) acting on behalf of Respondent as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our clients, Joyce Anderson, Rebecca Ramirez, Salina Alexandra Garcia, Lydia Ramirez, and Alyssa Coreas, as well as other employees working for Respondent within the past four years, including all of Respondent’s other locations within California.

Joyce Anderson worked as a lead insurance verification specialist for Respondent from on or about September 15, 2019 to September 19, 2022, and was a full-time, non-exempt employee. Respondent failed to provide meal and rest periods, maintain complete and accurate time records, and provide accurate itemized wage statements to Ms. Anderson.

Rebecca Ramirez worked as an insurance verification specialist for Respondent from on or around June 24, 2009 to October 25, 2022, and was a full-time, non-exempt employee. Respondent failed to provide meal and rest periods, maintain complete and accurate time records, and provide accurate itemized wage statements to Ms. Ramirez.

Salina Alexandra Garcia worked as an insurance verification specialist for Respondent from on or around August 13, 2019 to October 7, 2022, and was a full-time, non-exempt

employee. Respondent failed to provide meal and rest periods, maintain complete and accurate time records, and provide accurate itemized wage statements to Ms. Garcia.

Lydia Ramirez worked as an insurance verification specialist for Respondent from in or around August 1, 2018 to October 12, 2022, and was a full-time, non-exempt employee. Respondent failed to provide meal and rest periods, maintain complete and accurate time records, and provide accurate itemized wage statements to Ms. Ramirez.

Alyssa Coreas worked as an insurance verification specialist for Respondent from on or about May 1, 2020 to August 6, 2022, and was a full-time, non-exempt employee. Respondent failed to provide meal and rest periods, maintain complete and accurate time records, and provide accurate itemized wage statements to Ms. Coreas.

Further, pursuant to the decision in *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, our clients may represent all other potentially aggrieved employees who have been subjected to other additional labor code violations, even though our clients did not suffer the same violations. Our clients are informed and believe that Respondent wrongfully withheld wages, failed to pay wages when due, failed to pay minimum wages, failed to provide meal periods, failed to provide rest breaks, failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records, and/or failed to pay all wages due and owing at the end of other aggrieved employees' employment, as follows:

Respondent violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 because it failed to pay our clients and/or other aggrieved employees California's statutory minimum wage.

Respondent violated Labor Code §510 because it failed to pay our clients and/or other aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment.

Respondent violated Labor Code §§ 512 and 226.7 because it failed to provide our clients and/or other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our clients did not validly waive said meal periods. Respondent failed to affirmatively advise of the right to take statutory meal periods, regularly interrupted meal periods, and/or did not completely relieve all duty during said meal periods. Respondent did not pay to our clients and/or other aggrieved employees one (1) additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided.

Respondent violated Labor Code § 226.7 because it failed to provide our clients and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondent failed to affirmatively advise our clients and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our clients' rest breaks, and/or did not completely relieve our clients of all duty during said rest breaks. Respondent did not pay to our clients one (1) additional hour of pay at our clients' regular rate of compensation for each workday that one or more statutory rest breaks was not provided.

Respondent violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our clients and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our clients' paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondent further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondent violated Labor Code § 203 because it willfully failed to pay our clients and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages, regular wages earned but not paid, overtime wages, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondent violated Labor Code §221 by collecting and/or receiving from our clients and/or other aggrieved employees part of their wages theretofore paid by said Respondent to said employees.

Respondent violated Labor Code §206.5 by requiring our clients, and other aggrieved employees, to execute a release as a condition of being paid, and employees were required to execute a statement of hours they each worked during the pay period which Respondent knew to be false.

Respondent violated Labor Code §§ 98.6 and 1102.5 because it retaliated against our clients and/or other aggrieved employees for complaining that they are owed unpaid wages and for exercising or requesting to exercise their rights under the Labor Code.

Respondent violated Labor Code § 2802 because it failed to indemnify our clients and/or other aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties and/or of his or her obedience to the directions.

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

Please take further notice that Respondent violated Labor Code §246 because it failed to provide to our clients and its other employees with paid sick leave. Our clients worked for Respondent for more than 30 days and were entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our clients and/or other aggrieved employees did not accrue any paid sick leave at all, and if they took time off from work that would have qualified as sick leave, received no wages for this time period.

Respondent violated Labor Code § 227.3 because it failed to pay our clients, and/or other aggrieved employees, wages for unused vested vacation time.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our clients also intend to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 248.5, 558, 226.3.

Respondent's violations of 8 Code of Regulations § 11090, Industrial Welfare Commission Order No. 4-2001, Labor Code §§ 98.6, 201-203, 221, 226, 226.7, 227.3, 246, 510, 512, 1102.5, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein (i.e. Respondent wrongfully withheld wages, AND/OR has failed to pay wages when due, AND/OR has failed to pay minimum wages, AND/OR has failed to pay overtime wages, AND/OR has failed to provide meal periods, AND/OR has failed to provide rest breaks, AND/OR has failed to provide timely and accurate itemized wage and hour statements, AND/OR failed to maintain complete and accurate time records AND/OR has failed to pay all wages due and owing at the end of clients' and other aggrieved employees' employment) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Please take further notice pursuant to Labor Code § 2699.3(c) that Respondent violated Labor Code § 226.8 because it willfully misclassified our clients and/or other aggrieved employees as independent contractors instead of as employees.

Our clients are informed and believe, and thereon allege, that they and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our clients, as aggrieved employees, bring an action against Respondent, on behalf of themselves and other current and former employees.

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

Respectfully,

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION



Samantha L. Ortiz
Attorney at Law

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between Plaintiffs Debra Deanna Joyce Anderson, Rebecca De Jesus Ramirez, Salina Alexandra Garcia, Janel Youn Fletcher, Lydia Ramirz, and Alyssa Christine Correas (collectively, “Plaintiffs”), for themselves and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendant Zealie, LLC (“Defendant”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiffs and the PAGA Settling Employees as set forth herein.

1. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- 1.1 “Action” means the civil action, including the original complaint, *Debra Deanna Joyce Anderson, et al. v. Zealie, LLC*, Case No. 30-2023-01344258-CU-OE-CXC.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means all persons currently and formerly employed directly by Defendant as non-exempt hourly employees in the State of California between in the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s position including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Agreement” means this Settlement Agreement.
- 1.7 “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- 1.8 “Complaint” means the Complaint filed by Plaintiffs on or about February 6, 2023 in the Action.

- 1.9 “Court” means the Superior Court of California, County of Orange.
- 1.10 “Defendant” means the Defendant in this Action, Zealie, LLC.
- 1.11 “Defense Counsel” or “Counsel for Defendant” means:
- Alex Polishuk, Esq.
Sarah Oh, Esq.
Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Telephone: (310) 229-1320
Fax: (310) 943-3270
- 1.12 “Effective Date” means the date by which both of the following have occurred: (1) the Court has approved the Settlement; and (2) the Court has entered the Final Order.
- 1.13 “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- 1.14 “Gross Settlement Amount” means \$17,220.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, and the Administrator’s Expenses Payment.
- 1.15 “Individual PAGA Payments” means the portion of the Settlement Sum that shall be paid to each Aggrieved Employee per the terms and conditions of this Agreement on a pro rata basis calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.16 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.17 “LWDA” means the State of California Labor and Workforce Development Agency.
- 1.18 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA pursuant to Labor Code section 2699, subd. (1).
- 1.19 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

- 1.20 “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
- 1.21 “PAGA Counsel” or “Plaintiffs’ Counsel” means:
- Ramin R. Younessi, Esq.
Heather Phillips, Esq.
Charles Casado, Esq.
LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 Wilshire Boulevard, Suite 2200
Los Angeles, CA 90010
Tel: (213) 480-6200
Fax: (213) 480-6201
- 1.22 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23 “PAGA Period” means the period from June 14, 2022 to April 10, 2025.
- 1.24 “PAGA Notice” means Plaintiffs’ February 3, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.25 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.
- 1.26 “Plaintiffs” means Debra Deanna Joyce Anderson, Rebecca De Jesus Ramirez, Salina Alexandra Garcia, Janel Youn Fletcher, Lydia Ramirz, and Alyssa Christine Correas, collectively the named Plaintiffs in the Action.
- 1.27 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.28 “Released PAGA Claims” means any and all claims for civil penalties under California Labor Code § 2698, *et seq.* (“PAGA”), arising out of the facts alleged in the LWDA Letter and Operative Complaint, arising during the PAGA Period, for violations of California Labor Code §§ 98.6, 201, 202, 203, 206.5, 221, 226(a), 226.7, 227.3, 246, 510, 512, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197 and 2802 and California Industrial Welfare Commission Wage Order Nos. 4-2001 for failure to pay wages (including, *inter alia*, minimum, regular, overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to reimburse for necessary business expenses, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, and failure to maintain requisite payroll records.

- 1.29 “Released Parties” means Defendant, and any and all subsidiaries of Defendant, and each of their past, present, and future parents, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, franchisors, and each of their past, present and future officers, investors, directors, executives, owners, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.
- 1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment, including to dispose of the Action, the PAGA Claims, and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys’ fees and costs, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action and PAGA claims

2. RECITALS

- 2.1 On August 18, 2023, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay wages, (2) failure to provide meal and rest periods, (3) failure to reimburse for necessary business expenses, (4) failure to provide itemized wage and hour statements, (5) waiting time penalties, (6) penalties pursuant to the Private Attorney General Act, and (7) unfair competition. The Complaint is the Operative Complaint in the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 On April 9, 2025, the Parties participated in an all-day mediation with Hon. Dalila Lyons (Ret.) and reached a resolution of the entire Action as a result of the arms-length settlement negotiations with the assistance of Judge Lyons.
- 2.4 Prior to the mediation, Plaintiffs obtained, through both formal and informal discovery, records relating to the Aggrieved Employees.
- 2.5 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1 Gross Settlement Amount. Defendant promises to pay \$17,220 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will

revert to Defendant.

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

3.2.1 To the Administrator: An Administrator Expenses Payment not to exceed \$2,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$14,720.00 to be paid from the Gross Settlement Amount, with 75% (\$11,040.00) allocated to the LWDA PAGA Payment and 25% (\$3,680.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,680.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

- 3.3 Neither Plaintiffs nor PAGA Counsel will seek or receive any monetary consideration from this Settlement. Plaintiffs have each executed individual Settlement Agreements with Defendant for their individual claims and general release, which are documented in separate written agreements.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1 Aggrieved Employee Pay Periods and Escalator Clause. Based on a review of its records to date, Defendant estimates there are 27 Aggrieved Employees who worked a total of 861 PAGA Pay Periods. If it is determined that the total number of PAGA Pay Periods collectively worked by the Aggrieved Employees during the PAGA Period is more than 10% greater than this figure (i.e. 948 PAGA Pay Periods or more), then Defendant agrees to increase the Gross Settlement Amount on a proportional basis to the extent the threshold is exceeded (e.g., if the total number of PAGA Pay Periods was actually 11% more than 861, then the Gross Settlement Amount will increase by one percent (1%)).

- 4.2 Aggrieved Employee Data. Within 15 days of the Final Order, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Aggrieved Employee Data is delivered to the Administrator pursuant to Section 4.2.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment.
- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement amount, Plaintiffs and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"), including but not limited to : (1) failure to pay wages in violation of Labor Code §§201, 1194; (2) failure to provide meal and rest periods in violation of Labor Code §§226.7, 512; (3) failure to indemnify for necessary business expenses in violation of Labor Code §2802; (4) failure to provide itemized wage and hour statements in violation of Labor Code §§226 et seq.; (5) waiting time penalties pursuant to Labor Code §§201-203;. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs each expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

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

6. MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) the Administrator's "not to exceed" bid for administering the Settlement; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in

exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of the PAGA Period, there are 27 Aggrieved Employees who worked 861 Pay Periods during the PAGA Period.
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
10. **WAIVER OF RIGHT TO APPEAL.** Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
11. **ADDITIONAL PROVISIONS.**
- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the

Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

For Plaintiffs: Ramin R. Younessi (ryounessi@younessilaw.com)
Heather Phillips (hphillips@younessilaw.com)
Charles Casado (ccasado@younessilaw.com)
Law Offices of Ramin R. Younessi, APLC
3435 Wilshire Blvd., Suite 2200
Los Angeles, CA 90010
Telephone: (844) 777-7777

For Defendant: Alexander Polishuk (apolishuk@polsinelli.com)
Sarah Oh (soh@polsinelli.com)
Polinselli, LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067

Telephone: (310) 229-1320

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

07 / 01 / 2025
Dated: June ____, 2025



DEBRA DEANNA JOYCE ANDERSON, Plaintiff and
PAGA Representative

07 / 01 / 2025
Dated: June ____, 2025



REBECCA DE JESUS RAMIREZ, Plaintiff and PAGA
Representative

07 / 01 / 2025
Dated: June ____, 2025



SALINA ALEXANDRA GARCIA, Plaintiff and PAGA
Representative

07 / 01 / 2025
Dated: June ____, 2025



JANEL YOUN FLETCHER, Plaintiff and PAGA
Representative

07 / 01 / 2025
Dated: June ____, 2025



LYDIA RAMIREZ, Plaintiff and PAGA Representative

07 / 01 / 2025
Dated: June ____, 2025



ALYSSA CHRISTINE CORREAS, Plaintiff and PAGA Representative

Dated: June ____, 2025

ZEALIE, LLC

By _____

_____, its _____

Dated: June ____, 2025

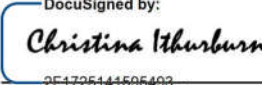
LYDIA RAMIREZ, Plaintiff and PAGA Representative

Dated: June ____, 2025

ALYSSA CHRISTINE CORREAS, Plaintiff and PAGA Representative

Dated: June 27, 2025

ZEALIE, LLC

By  _____
2F1725141595493...

Christina Ithurburn, its Director of Administration

EXHIBIT 3

Case Name: 19305 Anderson et al. v Zealie, LLC

Tuesday, April 29, 2025

Requesting Attorney:

Heather Phillips

YOUNESSI LAW

hphillips@younessilaw.com

844.777.7777

ILYM Group Contact:

Lisa Mullins

ILYM Group, Inc.

Lisa@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	27
Estimated Percentage of Remails	15%
Certified Spanish Translation (Provided by Counsel)	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

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

Case Startup:	\$288.85
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$1,991.15
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$2,500.00

Case Name: 19305 Anderson et al. v Zealie, LLC

Tuesday, April 29, 2025

Requesting Attorney's Name: Heather Phillips

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	1	\$120.00
NCOA	Flat Rate	\$8.85	1	\$8.85
Toll-Free Customer Service Representative	Flat Rate	\$10.00	1	\$10.00

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

Subtotal \$288.85

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	27	\$40.50
USPS First Class 1oz Postage	Per Piece	\$0.65	27	\$17.55
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	4	\$8.10
Preparation of Taxes	Hourly	\$150.00	1	\$150.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$1,991.15

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$2,500.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 4

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-934060-23
Plaintiff for PAGA Case: Joyce Anderson, Rebecca Ramirez, Salina Alexandra Garcia, Lydia Ramirez, Alyssa Coreas
Filer/Attorney for PAGA Case: Ramin Younessi
Law Firm for PAGA Plaintiff: Law Offices of Ramin Younessi
Employer: Zealie, LLC
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2023-01344258-CU-OE-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 10/05/2023 09:45:20 AM by Ramin R. Younessi	[OC Confr] Complaint [filed 8.18.23].pdf	10/5/2023 4:45 PM	Court Complaint
PAGA Notice Submitted on 02/06/2023 08:39:30 AM by Ramin Younessi	PAGA Claim Notice.pdf	2/6/2023 4:39 PM	PAGA Notice
Proposed Settlement Submitted on 08/11/2025 04:48:40 PM by Samantha Ortiz	Anderson v. Zealie - PAGA Settlement Agreement.pdf	8/11/2025 11:48 PM	Proposed Settlement

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3435 Wilshire Boulevard, Suite 2200, Los Angeles, California 90010.

On August 12, 2025, I served the foregoing document described as **JOINT MOTION TO APPROVE PAGA SETTLEMENT; DECLARATION OF SAMANTHA L. ORTIZ; EXHIBITS** on the interested parties in this action as follows:

☒ By emailing true copies addressed to each addressee as follows:

Alex Polishuk, Esq.
Lindsay C. David, Esq.
Sarah Oh, Esq.

Attorneys for Defendant ZEALIE, LLC

POLSINELLI LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Emails: apolishuk@polsinelli.com;
ldavid@polsinelli.com;
soh@polsinelli.com; CCripe@Polsinelli.com;

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(VIA ELECTRONIC SERVICE ONLY)

☒ BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2), 1010.6(e), and 1013(g), and/or California Rules of Court 2.251(b)(1)-(2), I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

☒ BY ELECTRONIC SERVICE: Pursuant to SB 836, I electronically filed a copy of the aforementioned document with California Labor & Workforce Development Agency Only.

Executed on August 12, 2025, at Los Angeles, California.

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

☐ FEDERAL I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Alex Rodriguez

