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**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*

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

RES ID: 74631430

Date: October 2, 2025

Time: 2:00 p.m.

Dept.: CX105

Action Filed: August 18, 2023

Trial Date: Vacated

The Court, having considered the Joint Motion to Approve PAGA Settlement requesting the Court's approval of the PAGA Settlement pursuant to California Labor Code §§2699 et seq, and good cause appearing therefor, now makes the following orders:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

After review of the parties' motion to approve the PAGA Settlement and Release Agreement pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq., ("Settlement"), the Court hereby GRANTS the proposed order and judgment as the settlement is fair, reasonable, and adequate.

1 Pursuant to Labor Code § 2699(i), the gross settlement amount of \$17,220.00 shall be distributed as
2 follows:

- 3 a) \$2,500.00 to ILYM, the PAGA Administrator for administration expenses;
- 4 b) 75%, or \$11,040.00, shall be paid to the California Labor and Workforce
5 Development Agency (“LWDA”) which represents civil penalties payable to the
6 LWDA under Labor code section 2698, et seq.;
- 7 c) 25%, or \$3,680.00, shall be paid to the Aggrieved Employees on a proportional basis
8 based on the number of pay periods for each PAGA non-exempt employee worked
9 during the PAGA Period. For purposes of the Settlement, “Aggrieved Employee”
10 means all persons currently and formerly employed directly by Defendant as non-
11 exempt hourly employees in the State of California during the PAGA Period. “PAGA
12 Period” means June 14, 2022 to April 10, 2025.

13 Plaintiffs, Defendant and PAGA Counsel are ordered to carry out the terms of the settlement in
14 accordance with the terms of the Settlement, which are hereby incorporated by reference. Attached
15 hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement Agreement along with the
16 Amendment thereto.

17 Upon the Effective Date, which shall be determined in accordance with the Settlement
18 Agreement, sections 1.12, 5.1, 5.2, and 5.3 Plaintiffs and Aggrieved Employees, fully release and
19 forever discharge the Released Parties from any and all Released Claims, including the claims outlined
20 in Settlement Agreement section 1.28, which arose during the PAGA Period. The “Released PAGA
21 Claims” are all claims seeking civil penalties (“Released PAGA Claims”) under California Labor Code
22 Sections 2698 et. seq. based on the facts alleged in the operative complaint and the February 6, 2023
23 notice letter to the LWDA (including California Labor Code Sections 98.6, 201-203, 221, 226, 226.3,
24 226.7, 227.3, 246, 510, 512, 1102.5, 1182.12, 1194, 1194.2, 1197, and 2802). As a result of this release,
25 the Aggrieved Employees will be unable to bring a claim under, or recover in any other claim
26 encompassed within the Released Claims. Consistent with California law, any person who is an
27 Aggrieved Employee may not opt out of or be excluded from participating in the settlement of the
28

1 Released Claims. All Aggrieved Employees will be bound by the Order entered herein and will have
2 released the Released Claims upon the Effective Date, and subject to Defendant's full payment of the
3 Gross Settlement Amount. A true and correct copy of the notice to Aggrieved Employees, is attached
4 hereto as **Exhibit 2**.

5 Within fourteen (14) days of Defendant funding the Gross Settlement Amount, the PAGA
6 Administrator will mail checks for all individual PAGA payments, the LWDA PAGA payment, and
7 administrative expenses pursuant to Section 4.4 of the Settlement Agreement. The PAGA Administrator
8 shall re-mail undeliverable to either a forwarding address or to an address ascertained through an
9 Aggrieved Employee address search. For any Aggrieved Employee whose Individual PAGA Payment
10 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
11 represented by such checks to the California Controller's Unclaimed Property Fund in the name of the
12 Aggrieved Employee.

13 This Court shall retain jurisdiction pursuant to California Code of Civil Procedure section 664.6
14 to enforce the Settlement agreement.

15 Upon completion of the distribution of the PAGA Settlement Payments as set forth in the
16 Settlement Agreement, the Settlement Administrator will submit a final accounting and report of the
17 distribution of the settlement, including the amount to be paid to the California State Controller
18 Unclaimed Property Fund. A final accounting hearing will be held on July 30, 2026 at 2:00 p.m. in
19 Department CX105. A final report from the Settlement Administrator regarding the distribution of the
20 settlement funds shall be filed by Plaintiff's Counsel no later than July 15, 2026.
21

22
23 IT IS SO ORDERED, ADJUDGED, AND DECREED.

24
25
26 DATED: _____

27 _____
Honorable Melissa McCormick

28 JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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)
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For Defendant: Alexander Polishuk (apolishuk@polsinelli.com)
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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

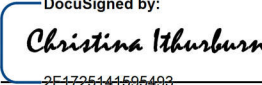
LYDIA RAMIREZ, Plaintiff and PAGA Representative

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 2

[INSERT DATE]

[INSERT NAME]

[INSERT ADDRESS]

NOTICE OF SETTLEMENT OF LAWSUIT AND RELEASE OF CLAIMS

Anderson, et al. v. Zealie, LLC

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

Dear [INSERT NAME]:

This Notice is being sent to you because you have been identified as a current or former hourly-paid and/or non-exempt employee who worked at Zealie, LLC within the State of California anytime between June 14, 2022 and April 10, 2025 (“Aggrieved Employees”). Receipt of this Notice means that you are entitled to your share of the resolution of the lawsuits brought Plaintiffs Debra Deanna Joyce Anderson, Rebecca De Jesus Ramirez, Salina Alexandra Garcia, Janel Youn Fletcher, Lydia Ramirez, and Alyssa Christine Correas (“Plaintiffs”), as private attorney generals on behalf of the State of California (“PAGA”), against Defendant Zealie, LLC (“Defendant”).

PAGA allows the Plaintiffs to stand in the shoes of the State of California and seek civil penalties arising from certain alleged violations of the law on behalf of the Aggrieved Employees, and the State of California. Defendants dispute and deny all allegations of wrongdoing, and no court has ruled that Defendants engaged in wrongdoing. Nevertheless, to avoid the expense, time and distraction of litigation, Defendants have agreed to resolve the matter and pay a compromise sum of money to the State of California and to Aggrieved Employees the Gross Settlement Amount of \$17,220, out of which \$2,500 will be paid for the costs of settlement administration. After deduction of the administrator costs, the State of California will receive 75% of the remaining amount, and the Aggrieved Employees will receive the other 25%. Aggrieved Employees may not opt out of the settlement. Even if the Aggrieved Employee does not cash their check, they are still bound by the settlement.

The Superior Court of Orange County has approved the settlement of the lawsuits. Your share of the PAGA settlement is enclosed in one check in the amount of [INSERT AMOUNT], calculated pro rata based on the amount of pay periods you worked during the PAGA Period. Upon full payment by Defendants of the Gross Settlement Amount to the Settlement Administrator, it is understood and agreed that Aggrieved Employees and Plaintiffs, both individually and on behalf of the LWDA, release the Released Parties from any and all Released PAGA Claims. You are responsible for any taxes payable on the amount you receive.

“Released PAGA Claims” means any and all claims for civil penalties that arose during the June 14, 2022 to April 10, 2025 (“PAGA Period”), as outlined in the Plaintiffs’ PAGA Notice dated February 6, 2023, and their Complaints, or PAGA claims that could have been pleaded on the facts alleged in those PAGA Notices and Complaints 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.

“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.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH
QUESTIONS**

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 **[PROPOSED] ORDER ON JOINT MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action as

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

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

Attorneys for Defendant ZEALIE, LLC

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

