

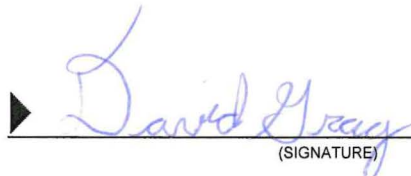
ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: David L. Gray, Esq FIRM NAME: LAVI & EBRAHIMIAN, LLP STREET ADDRESS: 8889 W Olympic Blvd, Suite 200 CITY: Beverly Hills STATE: CA ZIP CODE: 90211 TELEPHONE NO.: (310) 432-0000 FAX NO.: (310) 432-0001 EMAIL ADDRESS: jlavi@lelawfirm.com; DGray@lelawfirm.com ATTORNEY FOR (name): WILLIAM WHALEY SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 N Spring St, MAILING ADDRESS: 312 N Spring St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 3/20/2026 5:27 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Nunez, Deputy Clerk
PLAINTIFF/PETITIONER: WILLIAM WHALEY DEFENDANT/RESPONDENT: UNITED EL SEGUNDO, INC	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 24STCV10784

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): March 13, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Date: March 20, 2026

 David L. Gray
 (TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

03/13/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Malcolm E. Clayton, Esq. (SBN 340680)
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Attorneys for Plaintiff WILLIAM WHALEY,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

WILLIAM WHALEY, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

UNITED EL SEGUNDO, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 24STCV10784

CLASS ACTION

*[Assigned For All Purposes to the Hon. Carolyn
B. Kuhl in Department 12]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; Declarations in Support]*

MFA Hearing Information:

Date: March 13, 2026

Time: 11:30 a.m.

Dept.: Department 12

1 **PROPOSED ORDER AND JUDGMENT**

2 Plaintiff WILLIAM WHALEY (“Plaintiff”) Motion for Final Approval of Class Action
3 Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant United El Segundo,
4 Inc (Defendant) came before this Court on March 13, 2026, at 11:30 a.m. in Department 12, of the
5 Los Angeles County Superior Court Spring Street Courthouse located at 312 North Spring Street, Los
6 Angeles, CA 90012. Having received and considered the Class Action and PAGA Settlement
7 Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of David L. Gray in Support
8 of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s
9 Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the
10 declaration of Connor Tevenan on behalf of Phoenix Class Action Settlement Administration
11 Solutions, and the evidence and argument received by the Court in conjunction with the Motion for
12 Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and
13 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

14 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
15 including all members of the settlement class.

16 2. The Court finds that the Class (defined below) is properly certified as a class for
17 settlement purposes only:

18 A person employed by Defendant in California and classified as an hourly, non-exempt
19 employee who worked for Defendant during the Class Period.

20 3. The “Class Period” is the period from April 30, 2020, through May 30, 2025,.

21 4. For purposes of the settlement, the Court designates named Plaintiff William Whaley
22 as Class Representative, and Joseph Lavi, Vincent C. Granberry, Malcolm E. Clayton, Stephen M.
23 Sloane and David Gray, Lavi & Ebrahimian, LLP, as Class Counsel.

24 5. The notice provided to the class members conforms with the requirements of
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
26 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
27 law, and constitutes the best notice practicable under the circumstances, by providing individual
28 notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
5 requirements for final approval of this class action settlement under California law, including the
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have requested exclusion from the Settlement.

16 10. The Escalator Clause of the Settlement has not been triggered to date.

17 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Two
18 Hundred Thousand Dollars and Zero Cents (\$200,000.00) and also fund the amounts necessary to
19 fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later
20 than fourteen (14) days after the Effective Date. (Settlement, §§ 1.22, 4.3, 8.)

21 12. The Administrator will issue the following payments within fourteen (14) days after
22 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the
23 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
24 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
25 Service Payment.

26 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,
27 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
28

1 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
2 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

3 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
4 to Class Counsel in the sum Sixty-Six Thousand Six Hundred Sixty-Seven Dollars and Zero Cents
5 (\$66,667.00), and the reimbursement of litigation expenses in the sum of Twenty Thousand Two
6 Hundred Seventy-Seven Dollars and Seventy-Five Cents (\$20,277.75). Each are reasonable amounts.
7 The reasonableness of the fee award is determined based on a reasonable percentage of a common
8 fund obtained for the class. The court also has considered the lodestar amount. Awarding fees on a
9 percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for
10 the class.

11 15. The Court approves and orders payment from the Gross Settlement Amount in the
12 amount of Six Thousand Dollars and Zero Cents (\$6,000.00) for performance of settlement
13 administration services.

14 16. The Court approves and orders the allocation of Eight Thousand Dollars and Zero
15 Cents (\$8,000.00) of the Gross Settlement Amount as PAGA Penalties.

16 17. The Court approves and orders payment of Six Thousand Dollars and Zero Cents
17 (\$6,000.00) (75% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment.

18 18. The Court approves and orders payment of Two Thousand Dollars and Zero cents
19 (\$2,000.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as Individual
20 PAGA Payments pursuant to the terms of the Settlement.

21 19. In list form, the amounts approved and ordered paid are as follows:

- 22 a. Gross Settlement Amount ("GSA"): \$200,000.00
- 23 b. LWDA Allocation: Total \$8,000.00, composed of:
 - 24 i. LWDA Payment: \$6,000.00 (75% of LWDA Allocation)
 - 25 ii. Aggrieved Employees: \$2,000.00 (25% of LWDA Allocation)
- 26 c. Expected Deductions: Total \$102,141.35, composed of:
 - 27 i. \$7,500.00 - Class Representative Service Payment
 - 28 ii. \$66,667.00 - Attorneys' Fees
 - iii. \$20,277.75- Attorneys' Costs
 - iv. \$7,696.60 - Settlement Administration Costs
- d. Net Settlement Amount: \$89,858.65 (GSA, minus LWDA Allocation, minus
Expected Deductions)

1 20. Participating Class Members will have one hundred eighty (180) calendar days from
2 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks
3 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
4 voided, and the Administrator shall transmit the funds represented by such checks to the California
5 Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid
6 residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The
7 Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion
8 of the 180 calendar day check cashing period.

9 21. Release by Participating Class Members: All Participating Class Members, release
10 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
11 the Class Period facts stated in the Actions. Participating Class Members do not release any other
12 claims, including claims for vested benefits, wrongful termination, violation of the Fair
13 Employment and Housing Act, unemployment insurance, disability, social security, workers'
14 compensation, or claims based on facts occurring outside the Class Period.

15 22. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
16 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
17 been alleged, based on the PAGA Period facts stated in the Actions, and the PAGA Notice.

18 23. "Released Parties" means: Defendant and its parents, subsidiaries, directors, owners,
19 shareholders, officers, and attorneys, past and present, and each of them acting in concert with the
20 foregoing.

21 24. "PAGA Period" means the period from April 30, 2023, through preliminary approval,
22 or May 30, 2025, whichever is sooner.

23 25. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
24 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

25 26. This Court shall retain jurisdiction with respect to all matters related to the
26 administration and consummation of the settlement, and any and all claims, asserted in, arising out
27 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
28 settlement and the determination of all controversies relating thereto.

27. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall file a final report with the Court regarding distribution of settlement funds by March 8, 2027, indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 03/13/2026

Hon. Carolyn B. Kuhl
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee 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 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On March 20, 2026, I served the foregoing documents, described as:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

HART KIENLE PENTECOST A PROFESSIONAL CORPORATION Robert M. Dickson, Esq. (SBN 135568) rdickson@hkplawfirm.com 4 Hutton Centre Drive, Suite 900 Santa Ana, CA 92707 Telephone: (714) 432-8700 Facsimile: (714) 546-7457	<i>Attorneys for Defendants: UNITED EL SEGUNDO, INC</i>
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☒ **(VIA CASE ANYWHERE)** I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses maintained and transmitted by CASE ANYWHERE

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed March 20, 2026, at Beverly Hills, California.

/s/ Maria Romero
Maria Romero