Electronically Received 10/06/2025 06:53 PM

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FILED
Superior Court of California
County of Los Angeles
02/06/2026
David W. Slayton, Executive Officer / Clerk of Court
By: J. Clavero Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Cinnamon Johnson, individually and on behalf of all similarly situated individuals; **Lucia Zelaya,** individually and on behalf of all similarly situated individuals;

Plaintiffs,

v.

ASLB, LLC, a California Limited Liability Company; **Stephen Thompson**, an individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 24STCV13710

[Assigned for all purposes to Honorable Wendy Chang, Department 36]

PAGA ACTION

~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING APPROVAL OF SETTLEMENT PURSUANT TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")

Date: _____
Time: _____

~~[PROPOSED]~~ ORDER AND JUDGMENT

The Court, having read and considered the Parties' Stipulation of Settlement of PAGA Representative Action ("Settlement" or "Settlement Agreement" or "Stipulation") and any supporting declarations, having heard and considered the arguments of counsel, and GOOD CAUSE appearing, hereby ORDERS as follows:

1. The Court grants approval of the Parties' Settlement Agreement.

2. The Court hereby enters judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement.[1]

3. The named plaintiffs, the State of California through the Labor Workforce Development Agency ("LWDA") and PAGA Settlement Members are bound by this Judgment.

4. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the State of California's and PAGA Settlement Members' claims for civil penalties under PAGA. The Settlement will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in continued litigation and, after considering the monetary recovery for claimed civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that PAGA Counsel secured significant relief for the State and PAGA Settlement Members by the Settlement. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions in reaching the Settlement.

5. The Court further finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California

[1] A copy of the Settlement Agreement between Plaintiffs Cinnamon Johnson and Lucia Zelaya and Defendants ASLB, LLC and Stephen Thompson ("the Parties") is attached to the Declaration of Elliot J. Siegel as **Exhibit 1** and is made a part of this Order. All capitalized terms used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

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Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the State and the PAGA Settlement Members.

6. The Court finds that Plaintiffs' Counsel timely provided adequate notice of the Settlement to the California Labor and Workforce Development Agency ("LWDA") in accordance with California Labor Code § 2699(l)(2) and the LWDA did not take action in response to that submission as of the date of this Order.

7. The Court finds and determines that the LWDA Payment is fair, reasonable, and appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA Payment be made to the LWDA in accordance with the Settlement Agreement.

8. The Court finds and determines that the Individual PAGA Settlement Member Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as their share of civil penalties in this case are fair and reasonable and consistent with PAGA's requirements for allocation of penalties. The Court hereby approves and orders the payment of those amounts to be made to the PAGA Settlement Members in accordance with the Settlement Agreement, including as to providing Notice as set forth in the Settlement.

9. The Court finds and determines that the capped fees and expenses in administrating the Settlement by Simpluris, Inc. in the amount of $3,500.00 are fair and reasonable. The Court hereby approves and orders that the payment of that amount to Simpluris from the Gross Settlement Amount in accordance with the Settlement Agreement.

10. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for attorneys' fees in the amount of one-third of the Gross Settlement Amount as fair, reasonable and appropriate.[2] The Court hereby orders the Settlement Administrator to make this payment to Plaintiffs' Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

[2] The Court further finds that the hours worked and hourly rates charged by Plaintiff's Counsel in the lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of representation.

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11. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for reimbursement of actual and incurred litigation costs in the amount of $ 15,034.46. The Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to Plaintiffs' Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiffs' Counsel, the Court approves a service payment of $7,500 to the named Plaintiffs and PAGA Representatives, Cinnamon Johnson and Lucia Zelaya. The Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments to Plaintiffs from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. PAGA Group. The PAGA group shall consist of non-exempt employees of Defendant ASLB, LLC that worked in California from May 31, 2023 to July 1, 2025.

14. "Released Parties" shall mean Defendants ASLB, LLC and Stephen Thompson and each of their respective former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

15. Upon completion of administration of the Settlement as set forth below, Plaintiffs and 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, including, but not limited to: all claims that were, or reasonably could have been alleged, based on the facts contained in the Lawsuit and the PAGA Notice. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or

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Plaintiffs' discovery of them.

16. Further, All Aggrieved Employees and the State of California 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 Lawsuit, and the PAGA Notice, which include but are not limited to claims under PAGA for civil penalties arising under Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 227.3, 432, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and 2802 under the applicable Wage Orders, including but not limited to meal period violations, rest period violations, minimum wage violations, overtime violations, itemized wage statement violations, reimbursement of necessary business expenses violations.

17. The Settlement Agreement is not an admission by Defendants, nor is this Order and Judgment a finding of validity as to any allegations by Plaintiffs or of any Labor Code violations or other wrongdoing by Defendants or any other Released Parties. Neither this Order and Judgment, the Settlement Agreement, or any other documents referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any violations, fault, wrongdoing, omission, or liability whatsoever by or against Defendants or other Released Parties.

18. Without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Settlement.

19. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order and Judgment, including the requirement that Defendant ASLB, LLC funds the Gross Settlement Amount in accordance with the Settlement Agreement. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order and as provided for in the Settlement Agreement.

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20. Plaintiffs' Counsel is ordered to provide the LWDA with an electronic copy of this order within ten (10) calendar days after the Court's entry of this Order.

21. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for October 19, 2026, 2026 at 8:30 [a.m./~~p.m.~~], in Department 36.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Wendy Chang / Judge

DATED: 02/06/2026

The Honorable Wendy Chang

King & Siegel LLP