

1 Elliot J. Siegel (Bar No. 286798)
2 elliot@kingsiegel.com
3 Julian Burns King (Bar No. 298617)
4 julian@kingsiegel.com
5 **KING & SIEGEL LLP**
6 724 S. Spring Street, Suite 201
7 Los Angeles, CA 90014
8 tel: (213) 465-4802
9 fax: (213) 465-4803

6 Navid Barahmand, Esq. (SBN 340934)
7 **BARAHMAND LAW GROUP**
8 navid@barahmandlaw.com
9 23801 Calabasas Road, Suite 2034
10 Calabasas, California 91302
11 Phone: (818) 574-3355
12 Attorneys for Plaintiff and Putative Class

11 *[Additional Counsel on the Next Page]*

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

14 **Cinnamon Johnson**, individually and
15 on behalf of all similarly situated
16 individuals; **Lucia Zelaya**, individually
17 and on behalf of all similarly situated
18 individuals;

18 Plaintiffs,

19 v.

20 **ASLB, LLC**, a California Limited
21 Liability Company; **Stephen**
22 **Thompson**, an individual; and **Does 1-**
23 **10**, inclusive;

23 Defendants.

CASE NO. 24STCV13710

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

**JOINT STIPULATION OF
SETTLEMENT OF PAGA
REPRESENTATIVE ACTION**

Case Filed: May 31, 2024
Trial Date: Not Set

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David L. Martin (SBN 253858)
dave@employmentdefenselaw.com
Briana N. Peters (SBN 351811)
briana.peters@employmentdefenselaw.com
MARTIN LAW FIRM, PC
2 Park Plaza, Ste 620
Irvine, CA 92614
tel: (949) 868-2838

Attorneys for Defendants

STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

This Stipulation of Settlement and Release of PAGA Representative Action (“Agreement” or “Settlement Agreement” or “Stipulation”) is made and entered into by and between Cinnamon Johnson and Lucia Zelaya (collectively, “Plaintiffs”), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and ASLB, LLC (“ASLB”), and Stephen Thompson (“Thompson,” collectively with ASLB, “Defendants”) (collectively with Plaintiffs, the “Parties”).

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the purpose of settlement of the lawsuit entitled *Cinnamon Johnson and Lucia Zelaya. v. ASLB, LLC and Stephen Thompson*, Los Angeles Superior Court Case No. 24STCV13710 (the “Lawsuit”) on the following terms and conditions:

RECITALS

1. On May 31, 2024, Plaintiffs Cinnamon Johnson and Lucia Zelaya sent a PAGA letter to the LWDA regarding alleged violations of the Labor Code, and incorporated by reference a draft Complaint. Later that day, Plaintiffs filed a Complaint with a cause of action for civil penalties pursuant to PAGA in Los Angeles County Superior Court (“Lawsuit”).

2. Defendants deny all of the allegations in the Lawsuit, and specifically the PAGA Representative Claims, and deny that it or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

3. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

4. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved Employees, the State of California through Plaintiff as a proxy, and Defendants on the other hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court’s approval. The Parties expressly acknowledge that this Agreement is entered into solely for

1 the purpose of compromising disputed claims and that nothing herein is an admission of
2 any liability or wrongdoing by Defendants. If, for any reason the Settlement Agreement is
3 not approved, it will be of no force or effect, and the Parties shall be returned to their original
4 respective positions.

5 5. Because this is not a settlement of a class action but a PAGA settlement on
6 behalf of the State of California, no person can (a) object to the settlement after the Court's
7 Approval Order is made, or (b) opt out from being covered by the release of PAGA claims at
8 any time before or after the Approval Order is made.

9 6. The Parties agree to abide by the terms of the Settlement Agreement in good
10 faith and to support the Settlement Agreement fully and to use their best efforts to defend
11 this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

12 7. On May 1, 2025, the Parties participated in a mediation with Michael Ludwig,
13 Esq., a mediator in the field of employment law and wage-and-hour class actions (the
14 "Mediator"). With the assistance of the Mediator, the Parties were able to reach agreement
15 on the principal terms of a PAGA settlement, which have now been expanded upon in this
16 Stipulation.

17 8. The settlement discussions before and during mediation were conducted at
18 arm's length and the settlement of the Action is the result of an informed and detailed
19 analysis of Defendants' potential liability in relation to the costs and risks associated with
20 continued litigation.

21 9. Prior to entering into Settlement, Plaintiffs' Counsel conducted a significant
22 investigation during the prosecution of the Action. This investigation included, among other
23 things, (a) numerous telephonic calls and written communications with Plaintiffs; (b)
24 inspection and analysis of payroll and timekeeping documents for statistically significant
25 20% sampling of the Aggrieved Employees, and other information produced by Plaintiffs
26 and Defendants, including relevant policy documents, Plaintiffs' complete personnel file,
27 and representative wage statements for the Aggrieved Employees; (c) research of the
28 applicable law with respect to the claims asserted in the Action and the potential defenses

1 thereto; (d) investigation into the viability of collective treatment of the claims asserted in
2 the Action; (e) analysis of the legal positions taken by Defendants, including information
3 sufficient to understand Defendants' potential defenses to Plaintiffs' claims; (f); assembling
4 and analyzing of data for calculating damages; and (g) hiring an expert to prepare an analysis
5 and accounting of Defendants' exposure for civil penalties.

6 10. The informal discovery and investigation conducted in this matter, as well as
7 discussions between counsel, have been adequate to give the Named Plaintiffs and Plaintiffs'
8 Counsel a sound understanding of the merits of the Parties' positions and to evaluate the
9 risks of continued litigation and the value of the Aggrieved Employees' claims. The
10 information exchanged by the Parties through discovery and settlement discussions were
11 sufficient to allow Class Counsel to reliably assess the merits of the Parties' respective
12 positions and to compromise the issues on a fair and equitable basis.

13 11. Plaintiffs and Plaintiffs' Counsel believe that the claims, causes of action,
14 allegations, and contentions asserted in the Action have merit. However, Plaintiff and
15 Plaintiffs' Counsel recognize and acknowledge the expense and delay of continued lengthy
16 proceedings necessary to prosecute the Action against Defendants through trial and appeals.
17 Plaintiffs' Counsel has taken into account: 1) the uncertain outcome of the litigation; 2) the
18 risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties and
19 delays inherent in such litigation; and 4) the potential risk of trying the claims of the
20 Aggrieved Employees. Plaintiffs' Counsel is mindful of the potential problems of proof
21 under, and possible defenses to, the claims alleged in the Action and litigation of those
22 claims on a representative basis.

23 12. Based on their own independent investigation and evaluation, Plaintiffs'
24 Counsel has determined that the Settlement set forth in the Stipulation is in the best
25 interests of Plaintiff and the PAGA Settlement Members. Plaintiffs' Counsel believes that the
26 Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff
27 and the PAGA Settlement Members, and that an independent review of this Settlement
28 Agreement by the Court will confirm this conclusion.

13. Based on the data and documents produced during informal discovery and in response to Plaintiffs' Labor Code sections 226 and 1198.5 records request, and Plaintiffs' Counsel's own independent investigation and evaluation, and the Mediator's efforts, Plaintiffs' Counsel believes that Plaintiffs' settlement with Defendants for the consideration provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the PAGA Settlement Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, the contested legal and factual issues involved, and potential appellate issues.

DEFINITIONS

14. The following terms, when used in this Settlement Agreement, shall have the following meanings:

15. "PAGA Settlement Member List" shall mean a complete list of all PAGA Settlement Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator no later than 30 calendar days after the entry of a Court Order approving the Settlement. The List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendant or its agents, PAGA Settlement Members' names; last-known addresses; social security numbers; and Defendant's best estimates of the number of weeks worked by each PAGA Settlement Member during the PAGA Period.

16. "Effective Date" means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiffs and Defendants; and (ii) the Court has granted approval of the Settlement.

17. "Approval Order" means the signed order of the Superior Court approving the Settlement and entering Judgment.

18. "Eligible Pay Period" means any pay period from May 31, 2023 through July 1, 2025.

- 1 19. “Initial Funding Date” means within 30 calendar days of the Effective Date.
- 2 20. “LWDA” means the California Labor and Workforce Development Agency.
- 3 21. “PAGA Release Period” means the period from May 31, 2023 through July 1,
- 4 2025.
- 5 22. “PAGA Released Claims” shall mean the release being given by the State of
- 6 California and PAGA Settlement Members for those claims for civil penalties under PAGA
- 7 that were alleged, or reasonably could have been alleged, based on the facts stated in the
- 8 Complaint or the PAGA Notice Letter, which include but are not limited to claims under
- 9 PAGA for civil penalties arising under Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.3,
- 10 226.7, 227.3, 432, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
- 11 and 2802 under the applicable Wage Orders, including but not limited to meal period
- 12 violations, rest period violations, minimum wage violations, overtime violations, itemized
- 13 wage statement violations, reimbursement of necessary business expenses violations.
- 14 23. “PAGA Settlement” or “Settlement” means the settlement of the Lawsuit as
- 15 memorialized in this Agreement.
- 16 24. “PAGA Settlement Members” shall mean all non-exempt employees of ASLB.
- 17 LLC and Stephen Thompson who worked in California from May 31, 2023 through May 1,
- 18 2025. Defendant represents that there are approximately 279 PAGA Settlement Members
- 19 who worked 4,603 pay periods from the beginning of the PAGA Release Period through July
- 20 1, 2025. Plaintiff has relied upon this material representation in entering into this
- 21 Settlement.
- 22 25. “Plaintiffs’ Counsel” means Elliot J. Siegel of King & Siegel LLP and Navid
- 23 Barahmand of Barahmand law Group.
- 24 26. “Released Parties” shall mean Defendants ASLB, LLC and Stephen Thompson
- 25 and each of their respective former, present and future owners, parents, subsidiaries,
- 26 affiliated companies, and all of their current, former and future officers, directors,
- 27 managers, executive-level employees, consultants, partners, shareholders, joint venturers,
- 28 agents, successors, assigns, accountants, insurers, or legal representatives.

29. “Order and Judgment” means the Court order granting approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

31. Escalator Clause. Defendants have represented that there are 279 Aggrieved Employees who worked 4,603 pay periods from the beginning of the PAGA Release Period through July 1, 2025. Plaintiff has relied upon this material representation in entering into this Settlement. Should the number of pay periods worked by Aggrieved Employees covered by this Settlement increase by 10%, the Gross Settlement Amount (“GSA”) shall increase by 1% for each percentage increase over that 10% threshold. For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases, Class Counsel shall have the right to seek attorney’s fees up to one-third of the increased Gross Settlement Amount. The amount that is being reimbursed for the mediation is not being considered as part of the Gross Settlement Amount for purposes for calculating the escalator clause.

1 32. Attorney's Fees and Costs. Subject to Court approval, Defendants will not
2 oppose Plaintiffs' Counsel's request for fees up to one-third (1/3) of the Gross Settlement
3 Amount, to be paid out of the GSA.

4 33. Plaintiffs' Incentive Award. In recognition of their efforts and work in
5 prosecuting the Action on behalf of the PAGA Settlement Members and in negotiating the
6 Settlement, Defendants agree not to oppose or impede any application or motion for a PAGA
7 Representative Enhancement Payment of \$7,500.00 each to named Plaintiffs Cinnamon
8 Johnson and Lucia Zelaya subject to the Court's approval. Defendants agree to not oppose
9 or impede any application or motion for a PAGA Representative Enhancement Payment of
10 \$7,500.00 to Plaintiffs Cinnamon Johnson and Lucia Zelaya, subject to the Court's approval.
11 The PAGA Representative Enhancement Payment, which will be paid from the Gross
12 Settlement Amount, is in addition to the payment to which they are entitled as PAGA
13 Settlement Members. The Settlement Administrator will issue an IRS Form 1099 for the
14 Enhancement Payment to the named Plaintiffs, and the named Plaintiffs shall be solely and
15 legally responsible for correctly characterizing this compensation for tax purposes and for
16 paying any taxes on the amount received. Should the Court reduce the named Plaintiffs'
17 Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to
18 PAGA Settlement Members. In the event that the Court reduces or does not approve the
19 requested Plaintiffs' Counsel Fee Award and costs, Plaintiffs and Plaintiffs' Counsel shall not
20 have the right to revoke this settlement, and it will remain binding, and Plaintiffs shall not
21 appeal any judgment or order on that basis.

22 34. Plaintiffs' Individual Arbitration Claims Settlement Amount. In exchange for
23 their general releases, which includes release of their individual claims asserted in
24 arbitration, the Parties agree that Plaintiffs shall each be paid \$7,500 out of the Gross
25 Settlement Amount. The Named Plaintiffs agree to execute a general release of all claims,
26 including a waiver of California Civil Code § 1542, against Defendants in exchange for this
27 Payment, which this Stipulation includes.

1 35. Settlement Costs. The Settlement Administrator will be paid for the reasonable
2 costs of administration of the Settlement and distribution of payments from the Gross
3 Settlement Amount (“Settlement Administration Costs”). Any unused amounts will revert
4 to the Gross Settlement Amount.

5 36. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross
6 Settlement Amount *minus* Settlement Administration Costs, Plaintiffs’ Counsel’s Fees and
7 Costs, and the PAGA Representative Enhancement Payments. The remaining amount shall
8 be referred to as the Net Settlement Amount and shall be allocated for payment of PAGA
9 civil penalties as follows: (i) 75% of the Net Settlement Amount shall be distributed to the
10 LWDA; and (ii) 25% of the Net Settlement Amount shall be distributed to the PAGA
11 Settlement Members, as set forth in the version of Labor Code section 2699(i) effective as of
12 the date of filing of the Lawsuit.

13 37. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall
14 not in any way be construed as an admission by Defendants and/or any of the Released
15 Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved
16 Employees. Defendants specifically disclaim any liability to, or wrongful acts against
17 Plaintiffs, on the part of themselves, and/or any respective parents, subsidiaries, affiliates,
18 predecessors, successors, officers, directors, employees, or agents. Defendants deny that
19 there is any factual evidence or legal basis to support any claims or Labor Code violations
20 that Plaintiffs allege on behalf of alleged aggrieved employees, or by Plaintiffs on their own
21 behalf.

22 38. Releases of Claims. Effective on the date when Defendant ASLB, LLC fully
23 funds the entire Gross Settlement Amount and reimburses Plaintiffs for their portion of the
24 mediation fees, Plaintiffs and PAGA Counsel will release claims against all Released Parties
25 as follows:

26 a. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses,
27 representatives, agents, attorneys (including PAGA Counsel), heirs,
28 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' Release"). 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 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 Plaintiffs' discovery of them.

- b. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes 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 their settlement with the debtor or Released Party.
- c. Release by Aggrieved Employees: 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 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

1 the applicable Wage Orders, including but not limited to meal period
2 violations, rest period violations, minimum wage violations, overtime
3 violations, itemized wage statement violations, reimbursement of necessary
4 business expenses violations.

5 d. Release by PAGA Counsel: PAGA Counsel release on behalf of their present
6 and former attorneys, employees, agents, successors and assigns the Released
7 Parties from all claims for PAGA Fees incurred in connection with the Lawsuit
8 and the PAGA Period facts stated in the Lawsuit and the PAGA Notice.

9 39. Motion, Stipulation, or Application for Approval of Settlement. The Parties
10 agree to jointly prepare and file an application, stipulation, or motion for approval of this
11 Settlement.

12 40. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense
13 Counsel all documents necessary for obtaining approval of this Settlement under Labor
14 Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting
15 Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its
16 "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;
17 competency; operative procedures for protecting the security of Aggrieved Employee Data;
18 amounts of insurance coverage for any data breach, defalcation of funds or other
19 misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved
20 Employees or the LWDA; and the nature and extent of any financial relationship with
21 Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel
22 firm attesting to its timely transmission to the LWDA of all necessary PAGA documents
23 (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
24 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv)
25 all facts relevant to any actual or potential conflict of interest with Aggrieved Employees
26 and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that
27 they are not aware of any other pending matter or action asserting claims that will be
28 extinguished or adversely affected by the Settlement.

41. Responsibilities of PAGA Counsel. PAGA Counsel shall and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation, 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 will provide a draft of the approval papers to Defendants no less than 5 calendar days prior to filing. PAGA Counsel is responsible for delivering the Court's Order approving settlement to the Administrator.

a. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application, stipulation, or 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. In the case where PAGA Counsel and Defense Counsel disagree, the Parties will defer to mediator Michael Ludwig, Esq. who will make the final decision.

42. PAGA Settlement Administrator and Distribution Method. The PAGA Settlement Administrator shall process and distribute the Gross and Net Settlement Amounts in accordance with this Agreement.

a. The Parties have jointly selected Simpluris, Inc., to serve as the Administrator and verified that, as a condition of appointment, Simpluris, 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,

1 financial or otherwise, with the Administrator other than a professional
2 relationship arising out of prior experiences administering settlements.

3 b. Administrator Duties. The Administrator has a duty to perform or observe all
4 tasks to be performed or observed by the Administrator contained in this
5 Agreement or otherwise.

6 43. The Parties agree that the Settlement Administrator shall establish a Qualified
7 Settlement Fund ("QSF") that is intended to be pursuant to Section 468B of the Code and
8 Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1 *et seq.*, and will be administered by the Settlement
9 Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open
10 and administer a settlement account in such a manner as to qualify and maintain the
11 qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Code
12 and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and local income and other tax
13 reporting, return, and filing requirements with respect to the QSF (if any is required); and
14 (3) satisfy out of the QSF all fees, expenses, and costs incurred in connection with the
15 opening and administration of the QSF and the performance of its duties and functions as
16 described in this Agreement. The aforementioned fees, costs, and expenses shall be treated
17 as and included in the costs of administering the QSF by the Settlement Administration.

18 a. The Net Settlement Amount shall be available for distribution to the PAGA
19 Settlement Members and the LWDA consistent with Labor Code section
20 2699(i) and shall be allocated as follows: 75% to the LWDA ("LWDA
21 Payment") and 25% to the PAGA Settlement Members ("PAGA Settlement
22 Members Payment"). Each PAGA Settlement Member will receive a pro rata
23 share of the PAGA Settlement Members Payment based on their Eligible Pay
24 Periods relative to the total Eligible Pay Periods of all PAGA Settlement
25 Members ("Individual PAGA Settlement Member Payment"). The Settlement
26 Administrator will calculate each PAGA Settlement Member's pro rata share
27 of the PAGA Settlement Members Payment.
28

- b. Within 30 calendar days of a Court order and judgment approving this settlement, Defendants shall:
- i. Transfer the full GSA to the Settlement Administrator,;
 - ii. Provide the Settlement Administrator, which shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document, with the following information for each PAGA Employee: his/her full name; social security number; last known address; and his/her number if compensable pay periods during the PAGA period.
- c. Within 14 calendar days of receiving the GSA and this information, the Settlement Administrator will make all payments provided under the settlement including: (1) payment of attorney's fees and costs to Plaintiffs' Counsel, (2) payment of the service awards to Plaintiffs Cinnamon Johnson and Lucia Zelaya, (3) payment to the LWDA for PAGA penalties, (4) payment to PAGA Employees, and (5) payment of the Settlement Administration Costs. Disbursement of the attorneys' fees and costs, and the payment of the service award to Plaintiff Cinnamon Johnson and Lucia Zelaya shall not precede disbursement of the payments to PAGA Employees.
- d. With respect to payments to PAGA Employees, the individual portions paid to each PAGA Employee from the Net Settlement Amount will be calculated pro rata based on the number of pay periods worked in the PAGA Period. The Settlement Administrator shall send by first-class mail, at their last known address, the court-approved notice of settlement, along with their payment. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Funds from uncashed or returned checks pertaining to the PAGA Claims will be distributed to the California State Bar's Justice Gap Fund.
- e. PAGA Settlement Members shall have one-hundred and eighty (180) calendar days to cash their Individual PAGA Settlement Member Payment checks under

1 this Agreement. Any checks not negotiated within the one-hundred and eighty
2 (180) days will be voided and will not be reissued. Any funds from voided
3 checks to PAGA Settlement Members will be sent by the Settlement
4 Administrator to the California State Bar's Justice Gap Fund.

5 f. Because the Individual PAGA Settlement Member Payments are in
6 compromise and settlement of claims for civil penalties and interest, the
7 entirety of these payments will be treated as non-wage income that is not
8 subject to any withholdings or deductions. The service payment to Plaintiffs
9 will be reported as 1099 income. The PAGA Settlement Administrator shall be
10 responsible, to the extent necessary based on the amount of a payment, for all
11 tax reporting and documentation related to the PAGA Settlement Member
12 Payments, as well as all other payments made under the Agreement. Plaintiffs
13 and Plaintiffs' Counsel each agree to hold Defendants and the Released Parties
14 harmless from and against any damage or penalty incurred by Plaintiffs
15 and/or Plaintiffs' Counsel as a result of any taxing authority assessing any tax
16 or penalty upon Defendants as a consequence of any tax being due and unpaid
17 on each of their portions of the Settlement. Plaintiffs, Plaintiffs' counsel,
18 Defendants, and Defendants' counsel shall not bear any responsibility for
19 errors or omissions in the calculation or distribution of the settlement
20 payments or development of the list of recipients of settlement payments or
21 any increase in the fees of the Settlement Administrator that may result from
22 such errors or omissions. Defendants nor their counsel shall have any liability
23 for any tax implications related to the receipt of settlement funds herein,
24 including by the settlement administrator. Any and all such liability and/or
25 obligations shall be borne solely by the recipients of any funds to be paid by
26 Defendants herein. The Parties acknowledge neither Defendants' nor
27 Plaintiffs' counsel have provided any tax-related advice whatsoever.
28

g. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to “opt out,” there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment. However, the Individual PAGA Settlement Member Payments will be accompanied by a Notice informing PAGA Settlement Members why they are receiving payment substantially in the form of **Exhibit A**.

h. 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 to be set by the Court.

44. Plaintiffs’ Release and Obligations. In exchange for Plaintiffs’ release of the PAGA Released Claims and Plaintiffs’ Individual Claims, Plaintiffs and their heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns hereby irrevocably and unconditionally remises, releases, and forever discharges Defendants and the Released Parties from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys’ fees, damages, judgments, orders, liabilities, demands, charges, complaints, and promises of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Plaintiffs may have, or have ever had, against the Released Parties, or any of them, arising out of, or in any way related to Plaintiffs’ hire, benefits, employment, termination, or separation from employment with Defendants by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date Plaintiffs sign this Agreement including, without limiting the generality of the foregoing: (a) any and all claims under Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), the Americans with Disabilities Act (“ADA”), the Employee

1 Retirement Income Security Act, as amended (“ERISA”) (regarding unvested benefits), the
 2 Family and Medical Leave Act (“FMLA”) (regarding existing but not prospective claims), the
 3 Fair Labor Standards Act (“FLSA”), the Equal Pay Act, the Civil Rights Act of 1991, Section
 4 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (“FCRA”), the Worker Adjustment and
 5 Retraining Notification Act (“WARN Act”), the National Labor Relations act (“NLRA”), the
 6 Uniform Services Employment and Reemployment Rights Act (“USERRA”), the Genetic
 7 Information Nondiscrimination Act (“GINA”), the Immigration Reform and Control Act
 8 (“IRCA”), the Fair Employment and Housing Act (“FEHA”), the California Constitution, the
 9 California Family Rights Act (“CFRA”), the California Labor Code (including PAGA) and
 10 applicable Wage Order(s), the Unfair Competition Law, all as amended by their respective
 11 implementing regulations, and any other federal, state or local law, (statutory, regulatory,
 12 or otherwise) that may be legally waived and released; however the identification of specific
 13 statutes or law shall not limit the scope of this general release in any manner; and (b) any
 14 and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other
 15 wages, expenses, penalties, failure to provide meal and/or rest periods, failure to reimburse
 16 business expenses, compensatory damages, special damages, interest, commissions,
 17 bonuses, sick leave, holiday pay, vacation pay, restitution, tort claims, contract claims,
 18 equitable claims, hostile work environment claims, workplace harassment claims, wrongful
 19 termination claims, discrimination claims, public policy claims, retaliation claims,
 20 whistleblower retaliation claims, failure to provide reasonable accommodation claims,
 21 failure to engage in the interactive process claims, failure to prevent discrimination claims,
 22 failure to prevent retaliation claims, statutory claims, personal injury claims, emotional
 23 distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
 24 meruit claims, and/or attorneys’ fees and costs either individually or as part of a class action,
 25 collective action, and/or representative action (collectively, “Plaintiffs’ Released Claims”).

26 Plaintiffs further agree and expressly waive and relinquish to the fullest extent
 27 permitted by law, the rights and benefits of California Civil Code section 1542, which
 28 provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
2 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
3 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
4 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
5 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6 Notwithstanding the provisions set forth herein, and for the purpose of implementing
7 a full and complete release, Plaintiffs expressly acknowledge that this Agreement is intended
8 to include and does include without limitation all claims which Plaintiffs do not know or
9 suspect to exist in his favor against Defendants and/or the Released Parties, and that this
10 Agreement contemplates extinguishment of any such claim or claims. Plaintiffs have been
11 given at least 21 days from the date of receipt of this AGREEMENT to consider the terms of
12 this Agreement and consult with counsel before signing it (Consideration Period). In the
13 event Plaintiffs choose to sign this Agreement prior to the expiration of the Consideration
14 Period, Plaintiffs represent that they knowingly and voluntarily are waiving the remainder
15 of the Consideration Period. Plaintiffs understand that having waived some portion of the
16 Consideration Period, Defendants may expedite the processing of benefits provided to them
17 in exchange for signing this Release. Plaintiffs agree with Defendants that changes, whether
18 material or immaterial, do not restart the running of the Consideration Period. Plaintiffs
19 acknowledge that they have seven (7) days after they sign this Agreement to revoke their
20 agreement to it by sending a written revocation notice to Defendants through their counsel.
21 Notwithstanding any other provision of this Agreement, if Plaintiffs revoke this Agreement
22 pursuant to this section, the Agreement will not be effective or enforceable. This release will
23 only become effective upon full funding of the GSA.

24 45. Impact of Non-Approval by the Court. Should the Court deny approval of this
25 Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address
26 the Court's concerns in order to obtain the Court's approval, except that Defendants will not
27 be required under any circumstances to increase the Gross Settlement Amount, other than
28 provided under Paragraph 32. If the Parties cannot obtain Court approval, the Parties shall

1 be restored to their respective litigation positions before they entered into this Agreement.
2 If the Court ultimately denies approval of the Agreement, or if the Court's approval is
3 reversed on appellate review, this Agreement shall be deemed null and void, shall be of no
4 force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

5 46. Applicable Law. This Agreement shall be construed and interpreted in
6 accordance with the laws of the State of California. Pursuant to California Code of Civil
7 Procedure section 664.6, the Court shall retain jurisdiction with respect to the
8 interpretation, implementation, and enforcement of the terms of this Settlement, and the
9 Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,
10 implementing, and enforcing the Settlement embodied in this Agreement and all orders and
11 judgments entered in connection therewith. This Agreement will be binding upon, and inure
12 to the benefit of, the successors of each of the Parties.

13 47. Judgment in this Action. Within thirty (30) calendar days after the Parties
14 execute this Agreement, Plaintiffs' Counsel shall prepare, file, and serve a stipulation or
15 motion for approval of this Agreement pursuant to California Labor Code § 2699(l)(2),
16 advocating that the terms of the Settlement are fair, adequate, and reasonable, and
17 Defendants shall not oppose such a motion provided that it is consistent with the terms of
18 this Agreement. The Parties agree that, after entry of Judgment, the Court will retain
19 jurisdiction over the Parties, Action, and the Settlement for purposes of (i) enforcing this
20 Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
21 addressing such post-Judgment matters as are permitted by this Agreement or by law.

22 48. Confidentiality. Plaintiffs and Plaintiffs' Counsel agree that, except as may be
23 required by the Court in connection with the approval of this Agreement, they will not
24 publish or publicize, or cause to be published, publicized, in the media (print or broadcast)
25 or on the Internet the circumstances, events, occurrences, and/or documents underlying
26 Plaintiffs' and Aggrieved Employees' claims against Defendants or any monetary terms of
27 this Agreement. Plaintiffs and Plaintiffs' Counsel further agree that Plaintiffs will not issue
28 press releases, communicate with, or respond to, any media or publication entities

1 concerning the Settlement, including the fact of the Settlement, its terms or contents, and
2 the negotiations underlying the Settlement, except as required by law or as shall be
3 contractually required to effectuate the terms of the Settlement as set forth herein. Plaintiffs
4 will instruct their counsel to comply with his restrictions under this Paragraph. The Parties
5 agree that any PAGA notice to putatively Aggrieved Employees will direct said Employees to
6 contact the Settlement Administrator. Nothing stated herein shall prohibit Plaintiffs'
7 Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions
8 with PAGA Members who are a part of this Settlement and/or in all necessary motions and
9 supporting memoranda related to approval of the Settlement or for other PAGA settlements.

10 49. No Admission of Wrongdoing. Except for the purposes of effectuating and
11 enforcing the terms of this Agreement which include barring claims that are released
12 pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement
13 itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
14 to be evidence for any purpose adverse to Defendants and/or any of the Released Parties,
15 including but not limited to, evidence of any violation of the Labor Code, presumption,
16 concession, indication, or admission by any of the Released Parties of any liability, fault,
17 wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in
18 evidence against Defendants and/or any of the Released Parties in any other civil, criminal,
19 or administrative action or proceeding.

20 50. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and
21 understands the full contents of this Agreement and is voluntarily entering into this
22 Agreement after having received independent legal advice from their attorneys with respect
23 to the advisability of making the settlement provided for herein and the advisability of
24 executing this Agreement.

25 51. Joint Drafting. Each of the Parties has participated in the drafting of all
26 provisions of this Agreement, has had an adequate opportunity to read, review, and consider
27 the effect of the language of this Agreement, and has agreed to its terms.
28

1 52. Severability. If any provision of this Agreement is held to be invalid by a court
2 of competent jurisdiction, that provision shall be deemed severed and deleted from this
3 Agreement, and neither that provision nor its severance and deletion shall affect the validity
4 of the remaining provisions, except that if the Court severs a provision that either of the
5 Parties reasonably considers to be a material term of this Agreement, that Party shall have
6 the option to send a written notice to the other Party no later than fourteen (14) calendar
7 days after the Court severs the provision that it wishes to void the entire Agreement and to
8 restore the Parties to their litigation positions as of before this Agreement was reached. If
9 the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement
10 in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and
11 shall not be referred to or used for any purpose whatsoever. In such case, the Party seeking
12 to void the agreement shall be liable for any costs incurred by the Administrator through
13 that date.

14 53. Counterparts. This Agreement may be signed in counterparts. Fax, scan,
15 and/or electronic copies of signatures shall be deemed effective as originals.

16 54. Entire Agreement. This Agreement sets forth the entire agreement between
17 the Parties hereto and fully supersedes any and all prior and/or supplemental
18 understandings, whether written or oral, between the Parties concerning the subject matter
19 of this Agreement. Any modification to this Agreement must be in writing and signed by
20 Plaintiffs and Plaintiffs' Counsel and Defendants and Defendants' counsel.

21 55. Waiver of right to appeal. Any Party may terminate this Settlement or appeal
22 any Court order which is not in substantially the form submitted by the Parties, except as
23 follows: (i) in the event that the Court reduces or does not approve the requested PAGA
24 Representative Enhancement Payment, Plaintiff shall not terminate this Settlement or
25 appeal any judgment or order on that basis; and/or (ii) in the event that the Court reduces
26 or does not approve Plaintiffs' Counsel's requested fee award and costs, Plaintiffs and
27 Plaintiffs' counsel shall not terminate this Settlement and shall not appeal any judgment or
28 order on that basis.

1 56. Cooperation. All Parties will cooperate in good faith and apply their best
2 efforts to implement this Settlement by, among other things, executing all documents to the
3 extent reasonably necessary to effectuate the terms of this Settlement Agreement,
4 submitting supplemental evidence and/or supplemental points and authorities if requested
5 by the Court, or making changes to the Settlement if requested by the Court that do not
6 materially affect the essential settlement terms.

7 57. Enforcement Actions. In the event that one or more of the Parties institute any
8 legal action, motion, petition, or other proceeding against any other Party or Parties to
9 enforce the provisions of this Settlement or to declare rights and/or obligations under this
10 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
11 Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

12 58. No Prior Assignments. The Parties separately represent and warrant that they
13 have not directly or indirectly assigned, transferred, encumbered or purported to assign,
14 transfer or encumber to any person or entity and portion of any liability, claim, demand,
15 action, cause of action or right released and discharged by the Party in this Settlement.

16 59. Use and Return of Aggrieved Employee Data. Information provided to PAGA
17 Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA
18 Data provided to PAGA Counsel by ASLB, LLC in connection with the mediation, other
19 settlement negotiations, or in connection with the Settlement, may be used only with respect
20 to this Settlement, and no other purpose, and may not be used in any way that violates any
21 existing contractual agreement, statute or California Rules of Court rule. Not later than 90
22 days after the Administrator discharges its obligation to pay out of all Settlement funds,
23 Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received
24 from ASLB, LLC.

25 60. Notice. All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given as of
27 the third business day after mailing by United States mail, or the day sent by email or
28 messenger, addressed as follows:

King & Siegel LLP

1 To Plaintiffs:

2 ELLIOT J. SIEGEL
3 elliot@kingsiegel.com
4 KING & SIEGEL LLP
5 724 S. Spring Street, Suite 201
6 Los Angeles, California 90014
7 Tel: (909) 287-4641
8 fax: (213) 465-4803

9 NAVID BARAHMAND
10 navid@barahmandlaw.com
11 BARAHMAND LAW GROUP
12 Calabasas Road, Ste 2034
13 Calabasas, CA 91302
14 Tel: (818) 574-3355

15 To Defendants:

16 David L. Martin (Bar No. 253858)
17 dave@employmentdefenselaw.com
18 Briana N. Peters (Bar No. 351811)
19 MARTIN LAW FIRM PC
20 2 Park Plaza, Ste 620
21 Irvine, CA 92614
22 Tel: 949-868-2838

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
2 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

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DATED: 08/21/2025

By:  Cinnamon Johnson (Aug 21, 2025 14:02:22 PDT)
CINNAMON JOHNSON
Individually and on behalf of the PAGA Settlement
Members and State of California

DATED: 08/21/2025

By:  Lucia Zelaya (Aug 21, 2025 14:12:49 PDT)
LUCIA ZELAYA
Individually and on behalf of the PAGA Settlement
Members and State of California

DATED: 08/21/2025

By: 
Navid Barahmand
Counsel for Plaintiffs Cinnamon Johnson
and Lucia Zelaya

DATED: _____

By: _____
Name: _____
Title: _____
On behalf of Defendant ASLB, LLC

DATED: _____

By: _____
STEPHEN THOMPSON

DATED: _____

By: _____
David Martin
Counsel for Defendants ASLB, LLC and Stephen
Thompson

King & Siegel LLP

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
2 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

3

4 DATED: _____

By: _____

CINNAMON JOHNSON

Individually and on behalf of the PAGA Settlement
Members and State of California

7

8 DATED: _____

By: _____

LUCIA ZELAYA

Individually and on behalf of the PAGA Settlement
Members and State of California

10

11 DATED: _____

By: _____

Navid Barahmand

Counsel for Plaintiffs Cinnamon Johnson
and Lucia Zelaya

13 DATED: 9/3/2025

By:  _____

Name: Anthony Ward

Title: Administrator

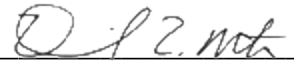
On behalf of Defendant ASLB, LLC

16 DATED: 9/3/2025

By:  _____

STEPHEN THOMPSON

18 DATED: 09/04/2025

By:  _____

David Martin

Counsel for Defendants ASLB, LLC and Stephen
Thompson

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EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Cinnamon Johnson, et al. v. ASLB, LLC and Stephen Thompson
Los Angeles Superior Court, Case No. 24STCV13710

You are **not** being sued. This is **not** an advertisement. This notice affects your rights.

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

NOTICE OF PAGA SETTLEMENT

On [REDACTED], the Honorable Wendy Chang of the Superior Court of California for the County of Los Angeles granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the PAGA Settlement Members Payment.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all non-exempt employees of Defendant ASLB, LLC who worked in California from May 31, 2023 through July 1, 2025.

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiffs claim that ASLB, LLC (“ASLB”) and Stephen Thompson (collectively, the “Defendants”) failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, provision of reimbursement of necessary business expenses, and provision of accurate wages statements. Plaintiffs sought civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the Private Attorneys General Act (“PAGA”) arising out of these alleged violations.

The Court has not made a determination about Plaintiffs’ allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorneys’ fees and costs, costs of administration of settlement, and the

PAGA Representative Enhancement Payment (“Net Settlement Amount”), is to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the Net Settlement Amount and the PAGA Settlement Members receive 25% of the Net Settlement Amount (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).

You worked <<IndividualPayPeriods>> pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is 5,919 [total pay periods]. Therefore, your Individual PAGA Settlement Member Payment is <<CheckAmount>>.

RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees and the State of California will release the Released Parties from any and all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, 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.

“Released Parties” shall mean Defendant 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.

Upon entry of the Order approving the Settlement and full payment of the Settlement by Defendants, any Aggrieved Employee covered by this Agreement will be deemed to have released all PAGA Released Claims and will be barred from proceeding with any claim released by this Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement of PAGA Representative Action, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Los Angeles, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of PAGA Settlement and Release of Claims or the Settlement should be directed to the Settlement Administrator. You may call the Settlement Administrator, [REDACTED] toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such an event, the Settlement Administrator shall direct all unclaimed funds to the California State Bar's Justice Gap Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
THE PARTIES OR THE PARTIES' ATTORNEYS WITH QUESTIONS.**

EXHIBIT B

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**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 Code of Civil Procedure, the California and United States Constitutions, including the Due

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.

1 Process clauses, the California Rules of Court, and any other applicable law, and in the best
2 interests of each of the State and the PAGA Settlement Members.

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

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

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

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

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

26 11. Pursuant to the terms of the Settlement Agreement, and the evidence and
27 arguments submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request

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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.

1 for reimbursement of actual and incurred litigation costs in the amount of \$ [REDACTED]. The
2 Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement
3 Administrator to make this payment to Plaintiffs' Counsel from the Gross Settlement
4 Amount in accordance with the terms of the Settlement Agreement.

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

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

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

18 15. Upon completion of administration of the Settlement as set forth below,
19 Plaintiffs and their respective former and present spouses, representatives, agents, attorneys
20 (including PAGA Counsel), heirs, administrators, successors and assigns generally, release
21 and discharge Released Parties from all claims, transactions or occurrences, including, but
22 not limited to: all claims that were, or reasonably could have been alleged, based on the facts
23 contained in the Lawsuit and the PAGA Notice. Plaintiffs acknowledge that they may
24 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now
25 knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and
26 remain effective in all respects, notwithstanding such different or additional facts or
27 Plaintiffs' discovery of them.

28 16. Further, All Aggrieved Employees and the State of California are deemed to

1 release, on behalf of themselves and their respective former and present representatives,
2 agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from
3 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
4 on the PAGA Period facts stated in the Lawsuit, and the PAGA Notice, which include but are
5 not limited to claims under PAGA for civil penalties arising under Labor Code §§ 201, 202,
6 203, 204, 206.5, 226, 226.3, 226.7, 227.3, 432, 510, 512, 558, 1182.12, 1174, 1194, 1194.2,
7 1197, 1197.1, 1198, 1198.5, 1199, and 2802 under the applicable Wage Orders, including but
8 not limited to meal period violations, rest period violations, minimum wage violations,
9 overtime violations, itemized wage statement violations, reimbursement of necessary
10 business expenses violations.

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

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

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

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

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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 _____, 2025 at _____ [a.m./p.m.], in Department 36.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____
The Honorable Wendy Chang