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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

VIOLETA JASMIN ZACARIAS, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

UNITED LERONE HOLDINGS, LLC, a California limited liability company; UNITED LERONE I, LLC, a California limited liability company; UNITED LERONE II, LLC, a California limited liability company; UNITED LERONE III, LLC, a California limited liability company; UNITED LERONE IV, LLC, a California limited liability company; UNITED LERONE V, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV10220
CLASS ACTION

[*Assigned for all purposes to*: *Hon. William F. Highberger, Dept. 10]*

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

Settlement Approval Hearing:
Date: February 23, 2027
Time: 11:00 a.m.
Dept: 10

Action Filed: April 23, 2024
Trial date: Not set

The Court, having considered Plaintiff Violeta Jasmin Zacarias's ("Plaintiff") Motion for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor Code § 2698 et seq. ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of John G. Yslas, the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on behalf of herself, the State of California, the LWDA, and Aggrieved Employees, on the one hand, and Defendants United Lerone Holdings, LLC; United Lerone I, LLC; United Lerone II, LLC; United Lerone III, LLC; United Lerone IV, LLC; and United Lerone V, LLC (collectively, the "Defendants"), on their own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. "Aggrieved Employee" means a person employed by Defendants in California and classified as a non-exempt or hourly-paid employee who worked for Defendants during the PAGA Period.

4. "PAGA Period" means the period from June 20, 2023, through October 29, 2025. The estimated number of PAGA Pay Periods is 12,540, subject to the escalator provision in Section 8 of the Settlement Agreement.

5. The First Amended Complaint ("FAC"), filed on October 27, 2026 pursuant to the Court's October 23, 2026 order granting leave, is the operative complaint in this Action (the "Operative Complaint"). The FAC does not assert any class claims, and no class has been certified.

6. The Court hereby finds that Plaintiff submitted the FAC to, and notified, the

Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the requirements of California Labor Code § 2699(s)(1) and (s)(2). The Court has received no objection from the LWDA regarding the Settlement.

7. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

8. Defendants will not be required to pay any additional amounts in connection with the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $376,200.00, except as otherwise provided in Section 8 of the Settlement Agreement.

9. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of $125,400.00, which is one-third (1/3) of the Gross Settlement Amount. The Court also awards a PAGA Counsel Litigation Expenses Payment in the amount of $20,960.09. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

10. The Court awards a PAGA Representative Service Award to Plaintiff Violeta Jasmin Zacarias in the amount of $10,000.00. Plaintiff submitted a declaration detailing the ways in which she assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

11. The Court appoints Phoenix Class Action to serve as the Administrator. The Court concludes that the Administration Expenses Payment in the amount of $6,000.00 is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

12. The PAGA Penalties of $213,839.91 shall be allocated as follows: 65%

($138,995.94) will be paid to the LWDA as the LWDA PAGA Payment, and the remaining 35% ($74,843.97) will constitute the Net Settlement Amount to be paid to Aggrieved Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

13. The Court directs that the Administrator send the PAGA Settlement Aggrieved Employee Cover Letter, attached as Exhibit 7 to the Declaration of John G. Yslas, to the Aggrieved Employees with the Individual PAGA Payments to be issued pursuant to the Settlement.

14. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, the following releases take effect as to the Released Parties:

a. Plaintiff's Release: In consideration for the PAGA Representative Service Award and other consideration provided by the Settlement Agreement, Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, generally releases and discharges the Released Parties from any and all known and unknown claims, demands, liabilities, rights, causes of action, obligations, damages, costs, expenses, attorneys' fees, and losses of every nature and description, whether arising under federal, California, or local law, and whether statutory, regulatory, common law, or equitable, that relate in any way to Plaintiff's employment with Defendants or the other Released Parties, or to the separation of that employment. Plaintiff expressly waives all rights and benefits afforded by California Civil Code section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR

RELEASED PARTY." Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's Release does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that cannot be lawfully released.

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

c. Release by PAGA Counsel: PAGA Counsel, on behalf of their present and former attorneys, employees, agents, successors, and assigns, release the Released Parties from all claims for PAGA fees and costs incurred in connection with the Action beyond the amounts provided in the Settlement Agreement and based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

15. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California Code of Civil Procedure section 664.6.

16. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendants that the claims asserted have any merit or that this action was properly

brought as a representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of disputed allegations.

17. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2027. The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ at _____ a.m./p.m.

18. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date.

19. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order and Judgment, as required by California Labor Code § 2699(s)(3).

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

_____
HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT