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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.

LEEMAR ENTERPRISES, INC., a California corporation; LEEMAR INVESTMENTS, INC., a California corporation; LEEMAR INVESTMENTS I, INC., a California corporation; LEEMAR INVESTMENTS II, LLC, a California limited liability company; 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; POCO LOCOS, LLC, a California limited liability company; AACR FARMS 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]*

DECLARATION OF JOHN G. YSLAS IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

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

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

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Senior Partner at Wilshire Law Firm, PLC ("WLF" or "PAGA Counsel"), counsel for Plaintiff Violeta Jasmin Zacarias ("Plaintiff") in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement.

Relevant Facts and Procedural History

3. On April 23, 2024, Plaintiff filed this action as a putative class action against 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"), and six other entity defendants, alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices. Plaintiff thereafter voluntarily dismissed each of the six other entity defendants without prejudice, as follows: AACR Farms LLC on September 16, 2024; Poco Locos LLC on October 16, 2024; Leemar Investments, Inc., Leemar Investments I, Inc., and Leemar Investments II, LLC on January 27, 2025; and Leemar Enterprises, Inc. on April 14, 2025. As a result, only Defendants remain as parties to the Action. Consistent with the Settlement Agreement, on October 21, 2026, counsel for Plaintiff and Defendants executed and submitted a Joint Stipulation for Leave to File First Amended Complaint (the "Joint Stipulation"), a true and correct copy of which, as granted by the Court's October 23, 2026 Order, is attached hereto as **Exhibit 9**. The Joint Stipulation attaches Plaintiff's proposed First Amended Complaint ("FAC") as its Exhibit A. The FAC adds a ninth cause of action for civil penalties under the California Private Attorneys General Act, Cal. Labor Code § 2698 et seq.("PAGA"), eliminates the class claims, and removes the dismissed

defendants, so that only Defendants remain as parties to the Action. The first through eighth causes of action in the FAC are asserted by Plaintiff individually, and the ninth cause of action is asserted as a representative action under PAGA. On October 23, 2026, the Court granted the Joint Stipulation, granted Plaintiff leave to file the FAC, and ordered that the FAC be separately filed and electronically served within thirty (30) days of the order and that Defendants have thirty (30) days from the date Plaintiff files and electronically serves the FAC to file a responsive pleading. Plaintiff filed and electronically served the FAC on October 27, 2026, and the FAC is now the operative complaint in this Action. Plaintiff is separately requesting dismissal of the class claims without prejudice under California Rules of Court, rule 3.770.

4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice on June 20, 2024, to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-1035440-24). Attached hereto as **Exhibit 1** is a true and correct copy of the June 20, 2024, PAGA Notice Letter. Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days from the notice, through August 24, 2024, to notify Plaintiff and Defendants whether it intended to investigate the alleged violations. The LWDA did not notify Plaintiff or Defendants that it intended to investigate.

5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Todd Smith, Esq., a well-respected and experienced mediator in wage-and-hour class and representative actions. Before mediation, the Parties engaged in informal discovery, and PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Plaintiff obtained, through informal discovery, a representative sampling of Defendants' timekeeping and payroll data for Aggrieved Employees of United Lerone III and United Lerone V, consisting of records for 27 employees covering 5,211 shifts and 642 bi-weekly pay periods between June 2023 and October 2025, and the policy documents Defendants produced, including two 2024 employee handbooks, meal period waiver acknowledgments, arbitration agreement forms, and a training hours form. PAGA Counsel worked with Defense Counsel and a consultant to obtain the sampling, and PAGA Counsel, with the assistance of the consultant and Plaintiff,

analyzed the data and policies, and extrapolated the sampling to the full PAGA Period, to assess liability and Defendants' potential exposure and researched the applicable law and Defendants' anticipated defenses. Based on this information, PAGA Counsel was able to evaluate the strengths and weaknesses of the claims and to negotiate the proposed Settlement intelligently and effectively.

6. On November 17, 2025, the Parties engaged in an all-day mediation session before Mr. Smith. With the help of the mediator, the Parties were able to reach an agreement on general settlement terms at mediation, which resulted in a settlement on a PAGA-only basis. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendants' potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Mr. Smith. Although conducted professionally, the negotiations were adversarial, and each side was prepared to litigate its position through trial and appeal if a settlement had not been reached. A true and correct copy of the Parties' PAGA Settlement Agreement, fully executed on September 4, 2026 ("Settlement" or "Settlement Agreement"), is attached hereto as **Exhibit 2**.

PAGA Settlement

7. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount ("GSA") payment in the amount of $376,200.00 to resolve the PAGA Action. Settlement Agreement §§ 1.10, 3.1. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Service Award, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Settlement Agreement § 1.10. After deducting the PAGA Representative Service Award ($10,000.00), the PAGA Counsel Fees Payment ($125,400.00), the PAGA Counsel Litigation Expenses Payment ($20,960.09), and the Administration Expenses Payment ($6,000.00), the remaining PAGA Penalties are estimated to be $213,839.91. Settlement Agreement §§ 1.23, 3.2.4. Sixty-five percent of the PAGA Penalties ($138,995.94) will be paid to the LWDA as the LWDA PAGA Payment, and thirty-five percent ($74,843.97) will constitute the Net Settlement

Amount ("NSA") to be distributed to Aggrieved Employees as Individual PAGA Payments based on their PAGA Pay Periods. Settlement Agreement §§ 1.11, 1.15, 3.2.4.

8. PAGA Counsel, with the assistance of the consultant, evaluated Defendants' potential PAGA exposure based on the sampling of time and payroll data and the policy documents obtained in informal discovery. Defendants estimate that Aggrieved Employees worked approximately 12,540 PAGA Pay Periods during the PAGA Period of June 20, 2023 through October 29, 2025. Settlement Agreement §§ 1.19, 4.1, 8. Based on the consultant's analysis, Plaintiff estimates there are approximately 602 Aggrieved Employees. Applying the $100.00 initial-violation civil penalty under Labor Code § 2699(f)(2)(A) to each of those 12,540 pay periods yields a maximum potential PAGA exposure of $1,254,000.00 (12,540 × $100.00). That figure is a ceiling, not a realistic expectation of recovery. It assumes that Plaintiff would prove at least one Labor Code violation in every pay period worked by every Aggrieved Employee and that the Court would then impose the full $100.00 penalty for each. In the sampling, 46.3% of pay periods had at least one meal period violation after crediting the meal premiums Defendants paid, and approximately 6.5% had a regular-rate overtime underpayment. Rest period violations and off-the-clock work cannot be measured from recorded time, so the consultant's analysis assumed rather than measured them. The calculation also does not stack penalties, which is not usually permitted. Plaintiff is not aware of any PAGA award that permitted stacking and, in the cases cited in the accompanying memorandum, only one penalty per pay period was assessed. If stacking were permitted, the theoretical valuation would increase with each additional penalty added to each pay period.

9. Defendants maintain that Plaintiff and the Aggrieved Employees were properly compensated and that they did not violate the Labor Code as to any of them. Accordingly, Defendants dispute and deny Plaintiff's allegations and claims asserted in the operative complaint which are resolved by the Settlement Agreement, and Defendants asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Plaintiff and PAGA Counsel remain confident in the merits of Plaintiff's claims, but there is risk with each underlying violation that Plaintiff would have to prove at trial in order to recover PAGA penalties:

(a) *Unpaid minimum, straight-time, and overtime wages.* Plaintiff alleges that Defendants required Plaintiff and the Aggrieved Employees to work "off-the-clock," for example by performing work-related duties during unpaid meal periods, and failed to pay for all hours worked. FAC ¶¶ 15, 24, 36. Defendants could argue that employees were paid for all time recorded in their timekeeping records and that any unrecorded work was not required, authorized, or known to Defendants. Because off-the-clock work is, by definition, not captured in recorded time, the sampling could not establish a violation rate for this claim, and proof would depend on employee testimony.

(b) *Meal periods.* Plaintiff alleges that Defendants "regularly, but not always," required employees to work more than five consecutive hours without a compliant meal period. FAC ¶ 16. That allegation recognizes that violations did not occur on every shift, so a violation rate below 100% is expected and would reduce any penalty award. Defendants could also argue that meal periods were made available and that any meal period not taken was the employee's choice. In the sampling, 18.2% of meal-eligible shifts (16.4% after crediting the meal premiums Defendants paid) had at least one meal period violation, and 46.3% of pay periods had at least one net violation. Defendants also produced blanket meal period waiver acknowledgments for shifts of five to six hours; if Defendants establish that those waivers are valid, the meal period violation rate in the sampling falls to approximately 4.4% (2.2% after crediting premiums).

(c) *Rest periods.* Plaintiff alleges that Defendants did not authorize and permit compliant rest periods. FAC ¶ 17. Because rest periods are not recorded, proving a violation as to each Aggrieved Employee would depend on testimony and policy evidence, and Defendants could argue that employees voluntarily chose not to take rest periods. We assumed a 50% rest period violation rate for shifts of 3.5 hours or more because rest periods are not recorded; that rate is an assumption, not a record-based finding.

(d) *Final wages and wage statements.* Plaintiff's claims for untimely final wages and inaccurate wage statements, FAC ¶¶ 18–19, are largely derivative of the unpaid wage, meal period, and rest period claims; if those underlying claims fail or are reduced, these claims

would be reduced as well. Defendants could also argue that any failure to timely pay final wages was not willful and that their wage statements complied with Labor Code § 226(a).

(e) *Unreimbursed business expenses.* Plaintiff alleges that employees paid out-of-pocket for necessary work-related expenses, including use of personal cell phones. FAC ¶¶ 20–21. Defendants could argue that employees were not required to use personal cell phones for work and that no reimbursement was owed. Defendants could also argue that some employees were reimbursed for certain expenses. The consultant's analysis assumed personal cell phone expenses of $50 per month rather than measuring them.

(f) *Arbitration agreement.* Defendant United Lerone III has asserted that Plaintiff signed a Voluntary Arbitration Agreement on October 11, 2023 that requires individual arbitration of her claims and waives the right to bring representative PAGA claims, and, by letter dated May 15, 2025, advised that it would move to compel arbitration if the case did not resolve. Plaintiff contends the agreement is unenforceable, but a motion to compel would add delay and expense, and a ruling for Defendants could send Plaintiff's individual PAGA claim to arbitration.

(g) *Reduction of penalties.* Even if Plaintiff prevailed on liability, the Court has discretion under Labor Code § 2699(e)(2) to award less than the maximum penalty where a maximum award would be unjust, arbitrary, and oppressive, or confiscatory. Defendants could argue that the alleged violations were technical in nature and that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claim and the potential that some or all the PAGA penalties sought may not be awarded.

10. While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the underlying claims. Plaintiff also took into account the fact that continued litigation would be expensive, involving arbitration, formal discovery, depositions, trial, and possible appeals, and would substantially delay and potentially reduce any recovery to the State of California and the Aggrieved Employees. Because the $1,254,000.00 maximum assumes a violation and a full

$100.00 penalty in every one of the 12,540 pay periods, Plaintiff discounted that figure to estimate a realistic recovery. Plaintiff therefore adjusted that figure using the violation rates observed in the sampling, applied to the 12,540 PAGA Pay Periods in the Settlement Agreement: a net meal period violation rate of 46.3% (approximately 5,806 pay periods) and a regular-rate overtime underpayment rate of approximately 6.5% (approximately 815 pay periods). Violations measurable from Defendants' records occurred in approximately 6,621 pay periods (52.8%), which at $100.00 per pay period yields an estimated PAGA exposure of $662,100.00 (6,621 x $100.00). However, Plaintiff's counsel discounted the $662,100.00 figure to account for the defenses raised by Defendants (namely, the implementation of meal period waiver agreements which drastically reduces the meal period violation rate) and the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately $496,575.00 (75% of $662,100.00). **Therefore, the Gross Settlement Amount of $376,200.00 is approximately 76% of the estimated realistic PAGA exposure ($376,200.00 / $496,575.00)**. The Settlement releases only PAGA civil penalties, not the Aggrieved Employees' individual claims for unpaid wages, premium pay, or other damages, so those claims are not part of this valuation.

11. Thus, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are considered, it is clear the settlement amount of $376,200.00 is reasonable and in the best interest of the State of California and the public. Plaintiff objectively and knowledgably balanced the strengths and weaknesses of her claims against the risk of continued litigation and was able to determine a realistic range of settlement recovery for PAGA penalties. Because of the proposed Settlement, the LWDA will receive approximately $138,995.94 and approximately 602 Aggrieved Employees will receive timely, guaranteed relief, and will avoid the delay and the risk of an unfavorable judgment. In reality, some Aggrieved Employees will receive more and others less, depending on the number of pay periods each worked during the PAGA Period. Settlement Agreement § 3.2.4.1.

Attorneys' Fees and Costs

12. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

13. WLF has been selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is composed of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

14. WLF is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

15. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

16. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 26 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or "PAGA"), as well as work performed at the international law firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or took a major leading role in defending employers on numerous wage and hour class, collective and representative actions.

17. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District Courts. Across matters representing both plaintiffs and defendants, I have successfully mediated the resolution of many wage and hour class, collective,

and representative actions. Since starting to settle cases in late April 2023 I have already successfully mediated matters in which I have been counsel or co-counsel resulting in **over $300 million** in settlements and verdicts that are in the process of being finalized, and with numerous upcoming mediations scheduled. In these and numerous other matters, I have managed and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In those actions, I performed similar tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after verdict).

18. I have received numerous awards for my legal work. For example, from 2015 to 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). I have also served on numerous prominent boards and in other leadership positions, including currently serving as Southern California Regional President for the Hispanic National Bar Association and on the board of directors of the Mexican American Bar Foundation. I also previously served on the five-member Los Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of Los Angeles.

19. I have also published numerous blogs on labor and employment law issues including on wage and hour issues. For example, I published "Headline News: Wal-Mart v. Dukes-Impact on Class Action Litigation" (while a partner with Foley & Lardner LLP) and "Are You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase" (while a partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a presenter involving the "Employment Law Update" at a National Employment Law Council conference. I currently bill at an hourly rate of $1,500.00.

20. Arrash T. Fattahi is a Partner at WLF. He was admitted to practice law in the State of California in 2021 and is also admitted to the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. He graduated from the University of California, Los Angeles with a Bachelor of Arts in Political Science, *summa cum laude*. He received his Juris Doctor from The George Washington University Law School.

During law school, he was a member of the student editorial board for the Federal Circuit Bar Journal. His practice is focused on advocating for the rights of consumers and employees in class action litigation. He is currently the managing attorney in charge of litigating several class action cases in state and federal courts in California. He was selected as a "Southern California Rising Star" in 2025, 2026, and 2027. His current hourly rate is $850.00.

21. Arman A. Salehi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2023. Mr. Salehi graduated from the University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris Doctor from the University of California College of the Law, San Francisco (formerly known as U.C. Hastings). Since November 2023, his practice has mainly been focused on wage and hour class action litigation. His current hourly rate is $600.00.

22. Trenten N. Bilodeaux is an Associate Attorney at WLF. He is currently in his sixth year of practice involving corporate entities in complex class action litigation in state and federal courts. He is admitted to practice before all courts in the State of California, the State of Oregon, and the United States District Court for the Northern, Eastern, and Central Districts of California. Over the course of his career, he has participated in numerous class action settlements for similar employment and wage claims as those present here. Prior to practice, he graduated cum laude with a Bachelor of Arts in Political Science from California State University, Chico before accepting a scholarship to attend the University of the Pacific, McGeorge School of Law where he earned his J.D. with distinction in 2020. His current hourly rate is $700.00.

23. WLF's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. WLF's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell),

the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeal. The rates requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney.

24. WLF has been approved as Class Counsel by courts in California. *See,* e.g., *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384; Ismael *Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned*

Parenthood: Shasta-Diablo, Inc., San Francisco County Superior Court, Case No. CGC-23-607359. The total hours expended on this action are reasonable and in line with those expended in comparable cases.

25. In cases in which WLF has been approved as Class Counsel, California courts have approved rates similar to those requested by WLF in the instant case. *See*, e.g., *Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et. al.,* Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Diego Aviles ($800.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.,* Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Courtney M. Miller ($650.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills,* Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Armando*

Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al., Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *George Munoz v. Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.,* Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)).

26. In support of the reasonableness of WLF's hourly rates, attached as **Exhibit 3** is a true and correct excerpt from the *2025 Real Rate Report* published by Wolters Kluwer. The Real Rate Report is widely relied upon in the legal industry because it is derived from anonymized billing data taken from actual law firm invoices that were submitted to clients and approved for payment, rather than from voluntary surveys or self-reported rates. Although the report refers to "2025" rates, the data reflects rates charged by law firms during the first half of 2024 and therefore represents the most recent available objective evidence of prevailing market rates.

a. The report provides rate information filtered by geographic market, practice type, and timekeeper role. Page 33 of the report reflects rates drawn from 565 partners and 518 associates practicing in Los Angeles. In that dataset, the third-quartile hourly rate is $1,365 for partners and $982 for associates. These figures confirm that Los Angeles is a high-rate legal market and that experienced litigation partners routinely bill in excess of $1,300 per hour based on rates actually paid by clients in 2024.

b. The 2025 Real Rate Report's practice-area-specific data further supports this conclusion. Page 81 provides third-quartile rates for the detailed practice category "Employment

and Labor: Other Litigation," which is directly analogous to the type of work performed in this case. That dataset includes 24 partners and 14 associates and shows a third-quartile rate of $1,252 per hour for partners and $564 per hour for associates. These figures demonstrate that even within the specialized employment litigation market, partners regularly bill well above $1,200 per hour based on rates actually charged to clients. When this practice-specific benchmark is considered together with the broader regional market data, it confirms that WLF's hourly rate for highly experienced counsel in a representative employment action falls within the upper range of prevailing market rates rather than outside it.

c. The Real Rate Report does not provide 1st quartile or 4th quartile rates, presumably to provide a sense of the average attorney billing rates. Importantly, the third quartile represents the point below which 75% of rates fall; it is not a cap on reasonable rates. By definition, a substantial portion of partners in the relevant benchmark market routinely bill above that level, particularly those with extensive experience, specialized expertise, or leadership roles in complex litigation. Courts evaluating fee requests recognize that leading counsel in complex or representative actions may reasonably bill above median or third-quartile benchmarks where their experience, results obtained, and responsibilities justify higher rates. We firmly believe WLF belongs in the 4th quartile of attorney billing rates in Los Angeles. As previously discussed, WLF is a nationally recognized employment litigation firm that has been named one of the nation's *Best Law Firms* by U.S. News & World Report and Best Lawyers since 2020, and its attorneys regularly litigate complex wage-and-hour class and representative actions throughout California. I am a UCLA School of Law graduate with nearly three decades of experience litigating labor and employment matters—including as a partner and holding leadership roles at major international law firms when I was on the defense side for 26 years, as well as substantial recent class and representative action results including being one of the few attorneys in the state of California to try a wage and hour class action to verdict (and prevail), and achieving results exceeding $300 million in just the last three years since starting to settle matters as a plaintiffs' attorney. My credentials and experience place my $1,500 hourly rate within the highest tier of Los Angeles litigators, consistent with rates that would fall within the fourth quartile beyond those reported in

the Real Rate Report.

27. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 4**.

28. WLF has performed significant work and incurred litigation costs in prosecuting this matter with no guarantee of any payment. The efforts expended by PAGA Counsel to achieve this result include, but are not limited to, the following:

a. The investigation of the matter, including meeting with Plaintiff, reviewing Defendants' policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendants;
b. filing the Action;
c. attending status conferences and meeting and conferring with Defendants regarding the case;
d. meeting and conferring with Defendants regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
e. selecting a mediator and mediation date;
f. working with opposing counsel and a consultant for the receipt of a representative sampling and analyzing the same with the aid of consultant and Plaintiff to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
g. reviewing policy documents from Defendants and researching applicable defenses;
h. preparation of the mediation brief and damages model for use at mediation;
i. attendance at the mediation;

j. communicating with Plaintiff who requested updates or other information regarding this matter;

k. negotiating, finalizing and fully executing the settlement agreement; and

l. preparing and filing the instant Motion for Approval of PAGA Settlement and supporting documents.

29. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with 194.4 hours of work resulting in $154,470.00 in fees. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	**Hours**	**Hourly Rate**	**Total**
John G. Yslas	19.8	$1,500	$29,700.00
Arrash T. Fattahi	78.4	$850	$66,640.00
Arman A. Salehi	92.1	$600	$55,260.00
Trenten N. Bilodeaux	4.1	$700	$2,870.00
TOTAL	**194.4**		**$154,470.00**

30. This amount surpasses the requested fee award of $125,400.00, resulting in a negative multiplier of approximately 0.81 ($125,400.00 / $154,470.00). This amount does not include the time PAGA Counsel will spend at the PAGA approval hearing and assisting the Administrator following approval. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. PAGA Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. Moreover, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff could not maintain the claims on a representative basis or prevail at trial. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no

compensation for all the time and money invested in litigating this case. Despite these risks, PAGA Counsel took this case on a contingency basis to pursue civil penalties on behalf of the State of California and the Aggrieved Employees (a particularly vulnerable group of hourly paid workers). Consequently, PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

31. The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to punish Defendants for the alleged PAGA violations. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy.

32. In litigation costs, WLF has incurred $20,660.09 in expenses on items such as filing fees, service fees, mediation fees, and consultant fees. Additionally, WLF anticipates incurring $300.00 in future costs for filing fees and service fees for a total of $20,960.09 in costs. The Settlement provides for reimbursement of costs not to exceed $30,000.00. Settlement Agreement § 3.2.2. The $9,039.91 difference between the $30,000.00 cap and the costs requested will remain in the Gross Settlement Amount for allocation as PAGA Penalties. Settlement Agreement § 3.2.2. A true and correct copy of a breakdown of costs incurred by my office is attached hereto as **Exhibit 5**.

33. PAGA Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases.

34. Pursuant to California Labor Code Section 2699(s)(1), Plaintiff submitted a copy of the proposed First Amended Complaint (Exhibit A to the Joint Stipulation) to the LWDA on October 30, 2026. Pursuant to California Labor Code Section 2699(s)(2), Plaintiff submitted the proposed Settlement Agreement to the LWDA on October 30, 2026. Plaintiff will submit a file-stamped copy of the First Amended Complaint, which was filed on October 27, 2026, to the LWDA within ten (10) days of its filing. Attached hereto as **Exhibit 6** is a true and correct copy of the submission details for the proposed First Amended Complaint and proposed Settlement

Agreement. To date, the LWDA has not responded to or objected to the Settlement in this matter. Plaintiff will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of judgment or order, as required by Labor Code § 2699(s)(3).

35. WLF has no actual or potential conflict of interest with the Aggrieved Employees in this PAGA Action or with the Settlement Administrator that the Parties agreed to appoint, Phoenix Class Action.

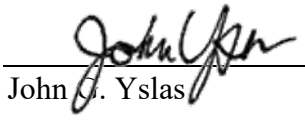
36. To my knowledge, neither Plaintiff nor PAGA Counsel is aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

37. Attached hereto as **Exhibit 7** is a true and correct copy of the proposed PAGA Settlement Aggrieved Employee Cover Letter that the Administrator will mail to each Aggrieved Employee with his or her Individual PAGA Payment.

38. Attached hereto as **Exhibit 8** is a true and correct copy of Phoenix Class Action's July 9, 2026 bid to administer the Settlement for a flat fee of $6,000.00.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on November 02, 2026, at Los Angeles, California.



John G. Yslas

EXHIBIT 1

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Thiago M. Coelho, Esq.
Benjamin Haber, Esq.
Arsiné Grigoryan, Esq.
Arrash T. Fattahi, Esq.
Daniel Kramer, Esq.
Dorota James, Esq.
Shooka Dadashzadeh, Esq.
Arlene Elyasi, Esq.
Maxim Gorbunov, Esq.
Bradford Smith, Esq.
Arman A. Salehi, Esq.

June 20, 2024

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[Please see the Additional Service List on the Last Page]

Re: ***Violeta Jasmin Zacarias v. Leemar Enterprises, Inc., et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Violeta Jasmin Zacarias ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employers, Leemar Enterprises, Inc., Leemar

Investments, Inc., Leemar Investments I, Inc., Leemar Investments II, LLC, United Lerone Holdings, LLC, United Lerone I, LLC, United Lerone II, LLC, United Lerone III, LLC, United Lerone IV, LLC, United Lerone V, LLC, Poco Locos, LLC, and AACR Farms LLC (collectively as "Defendants"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to Plaintiff and all of Defendants' Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendants in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendants

Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Violeta Jasmin Zacarias is a resident of Los Angeles County, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately October 2023 to approximately January 24, 2024. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

Defendants Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, having to perform work-related duties during unpaid meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

Throughout the statutory period, Defendants used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of

work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Defendants also never informed Plaintiff of her right to, nor permitted Plaintiff to take, a second meal period when Plaintiff worked at least ten hours in a workday. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional

wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees

have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendants failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units

earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

Justin F. Marquez, Esq.

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ADDITIONAL SERVICE LIST

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United Lerone II, LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2554 82

United Lerone II, LLC
PO Box 401845
Hesperia, CA 92340
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2554 05

Liborio Alvarez
Agent of Service for Process for
United Lerone II, LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2554 20

United Lerone IV, LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2554 44

Liborio Alvarez Sr.
Agent of Service for Process for
United Lerone IV, LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2555 12

United Lerone V, LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2555 36

Liborio Alvarez Jr.
Agent of Service for Process for
United Lerone V, LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2555 50

AACR Farms LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2555 74

AACR Farms LLC
PO Box 401845
Hesperia, CA 92340
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2555 98

Liborio Alvarez Jr.
Agent of Service for Process for
AACR Farms LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2556 04

Poco Locos, LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2555 43

Poco Locos, LLC
PO Box 401845
Hesperia, CA 92340
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2555 67

Liborio Alvarez
Agent of Service for Process for
Poco Locos, LLC
14765 Main St.
Hesperia, CA 92345
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6620 2555 81

EXHIBIT 2

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Violeta Zacarias ("Plaintiff") 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, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means the wage and hour action entitled *Violeta Zacarias v. Leemar Enterprises, Inc., et al.*, Case No. 24STCV10220, pending in the Superior Court of the State of California, County of Los Angeles, in which Plaintiff will file a First Amended Complaint and dismissing any named defendant not named above such that only Defendants remain as parties to the Action.

1.2. "Administrator" means Phoenix Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means 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.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Nicole Golob and Lirit King of Fisher & Phillips LLP.

1.9. "Effective Date" means the date the Court enters its Order Approving the PAGA Settlement.

1.10. "Gross Settlement Amount" means $376,200.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below.

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The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Service Award, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants' employer-side taxes shall be paid separately from and in addition to the Gross Settlement Amount.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the Net Settlement Amount, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment or order entered by the Court based upon the Approval Order.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Representative Service Award, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the LWDA PAGA Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from June 20, 2023 through October 29, 2025.

1.20. "PAGA Representative Service Award" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

1.22. "PAGA Notice" means Plaintiff's June 20, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

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1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deduction of the Court-approved PAGA Representative Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

1.24. "Plaintiff" means Violeta Zacarias, the named plaintiff in the Action.

1.25. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means Defendants and their former and present parent companies, related companies, subsidiaries, and affiliates, and each of their directors, officers, employees, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Defendants" means 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.

2. RECITALS.

2.1. On April 23, 2024, Plaintiff commenced the Action by filing a class action complaint asserting wage-and-hour claims. Plaintiff thereafter provided notice to the LWDA and Defendants pursuant to Labor Code section 2699.3, subdivision (a), and, as part of this Settlement, Plaintiff will file a First Amended Complaint that dismisses class claims without prejudice, adds a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"), and removes any named defendant that has been dismissed since the filing of the Action such that only Defendants remain as parties to the Action. The First Amended Complaint will be the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and the PAGA Notice, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

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2.3. On November 17, 2025, the Parties participated in mediation with Todd Smith, Esq., and reached a settlement of this Action which led to this Agreement.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and pay records for the Aggrieved Employees, as well as documents that described Defendants' policies and procedures during the PAGA Period.

2.5. Plaintiff will dismiss the class claims without prejudice and request leave to file a First Amended PAGA Representative Action Complaint (the "Operative Complaint"), prior to the filing of the Motion for PAGA Settlement Approval.

2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $376,200.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. Defendants' employer-side taxes shall be paid separately from and in addition to the Gross Settlement Amount.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Representative Plaintiff: A PAGA Representative Service Award to Plaintiff of not more than $10,000.00 (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for a PAGA Representative Service Award that does not exceed this amount. If the Court approves a PAGA Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Gross Settlement Amount for allocation as PAGA Penalties. The Administrator will pay the PAGA Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Service Award.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $125,400.00, and a PAGA Counsel Litigation Expenses Payment of not more than $30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA

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Counsel will file an application or motion for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Gross Settlement Amount for allocation as PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $6,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $6,000.00, the Administrator will retain the remainder in the Gross Settlement Amount for allocation as PAGA Penalties.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount remaining from the Gross Settlement Amount after deducting the Court-approved PAGA Representative Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Net Settlement Amount for distribution as Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Net Settlement Amount by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate there are approximately 12,540 PAGA Pay Periods worked during the period from June 20, 2023 through October 29, 2025.

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4.2. Aggrieved Employee Data. Within 30 days of the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount within 14 days after the Approval Order by transmitting the funds to the Administrator.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for the PAGA Representative Service Award, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. In consideration for the PAGA Representative Service Award and other consideration provided by this 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 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that cannot be lawfully released.'

5.2. 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.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the model agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Defendants, and its counsel, agree to cooperate with PAGA Counsel to ensure PAGA Counsel has all necessary information prior to filing the approval motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application 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

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by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected a neutral settlement administrator, Phoenix Class Action, to serve as the Administrator and verified that, as a condition of appointment, the selected Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are approximately 12,540 PAGA Pay Periods from June 20, 2023 through October 29, 2025. Should the actual number of PAGA Pay Periods during the PAGA Period increase beyond 10%, Defendants shall increase the Gross Settlement Amount by the pro rata percentage increase in the number of pay periods above 10%, or shall have the option, in their sole discretion, to shorten the PAGA Period in lieu of increasing the Gross Settlement Amount such that the PAGA Pay Periods amount to 13,794. If Defendants opt to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (33%) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of the Approval Order, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Approval Order, (ii) addressing settlement administration matters, and (iii) addressing such post-approval matters as are permitted by law.

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9.1. Waiver of Right to Appeal. Provided the Approval Order is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Approval Order, including all rights to post-approval and appellate proceedings, the right to file motions to vacate the Approval Order, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the

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Court for resolution.

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

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall remain confidential until a motion for approval is filed with the Court.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this

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Agreement.

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Arrash T .Fattahi
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi
arman.salehi@wilshirelawfirm.com
Wilshire Law Firm, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 784-3830
Facsimile: (213) 381-9989

To Defendants:

Nicole Golob
Lirit King
Fisher & Phillips LLP
21600 Oxnard Street, Suite 700
Woodland Hills, California 91367
Telephone: (818.230.4250

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

///
///
///
///

Docusign Envelope ID: F5C6D43A-B688-8AC4-8059-6DA5EF545909

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 8/31/2026

Signed by:
Violeta Zacarias
15EDC16093A0424...

Violeta Zacarias
Plaintiff

Dated: 9/2/2026

WILSHIRE LAW FIRM, PLC
Arrash T. Fattahi
Arman A. Salehi
Attorneys for Plaintiff

Dated: 09/02/2026

Lee Alvarez jr
Lee Alvarez jr (Sep 2, 2026 15:33:34 PDT)

By:
Title:
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

Dated: 09/04/2026

FISHER & PHILLIPS LLP
Nicole Golob
Lirit King
Attorneys for Defendants

EXHIBIT 3



ELM Solutions

2025 Real Rate Report® powered by LegalVIEW® DynamicInsights

The industry's leading analysis of law firm rates, trends, and practices

Wolters Kluwer

Wolters Kluwer

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- Open the PDF in Acrobat and go to Edit > Preferences > Page Display.
- Uncheck Enhance thin lines (if it's checked).
- Restart Acrobat and reopen the PDF.

A Letter to Our Readers

Welcome to the latest edition of the Real Rate Report®, the legal industry's most trusted benchmark for legal billing rates.

Since 2010, the Real Rate Report has helped legal departments and law firms make smarter decisions about pricing, resourcing, and vendor management. That hasn't changed. What has changed is how we deliver those insights.

This year, the Real Rate Report is powered by LegalVIEW® DynamicInsights—our new digital-first platform that brings the same trusted LegalVIEW data to life in a more interactive, flexible, and timely way. Leveraging Wolters Kluwer's LegalVIEW database, with over $200B in anonymized, approved, invoice data, LegalVIEW DynamicInsights offers dynamic filters, quarterly updates, and calendar-year alignment to help users tailor benchmarks to their unique needs, on demand.

The Real Rate Report remains a vital snapshot of the market, and we know many of you rely on it as a reference tool. But DynamicInsights goes further. It enables deeper exploration of rate trends by role, experience, geography, practice area, industry, and more. Whether you're negotiating rates, evaluating law firm performance, or planning budgets, DynamicInsights gives you the agility and precision today's legal environment demands.

As always, we welcome your feedback and thank our data contributors for making this work possible. We're proud to be your partner in legal analytics and look forward to continuing to deliver insights that drive better business outcomes.

Sincerely,



Brian Jorgenson
Vice President, Product Management
Wolters Kluwer ELM Solutions

Real Rate Report Overview

The Real Rate Report is powered by LegalVIEW DynamicInsights, a web-based solution that delivers dynamic, invoice-backed insights through approved legal billing rates. It enables legal professionals to analyze rate trends by role, experience, industry, geography, practice area, and more using the world's largest repository of legal spend data.

DynamicInsights leverages the same trusted LegalVIEW database that has powered the Real Rate Report for years, now encompassing over $200B+ in anonymized, approved legal invoice data. As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of granularity gives legal departments and law firms the precision they need to identify areas of opportunity.

What's different with DynamicInsights?

Same source, same methodology: DynamicInsights uses the same rigorous data validation and methodology as the Real Rate Report.

- **Enhanced flexibility:** With dynamic filters, DynamicInsights enables users to tailor benchmarks to their unique needs and on demand.
- **Full year data:** DynamicInsights now aligns to a calendar year view—January through December—replacing the previous July-to-June format used in the Real Rate Report, reducing confusion and improving consistency across reporting periods.
- **More up to date:** Unlike the annual and static Real Rate Report, DynamicInsights is refreshed quarterly, offering more timely insights.
- **Digital-first access:** Delivered via a secure online interface, users can interact with the data, bookmark views, and share insights in real time.

DynamicInsights provides the same level of credibility and analytical power long trusted in the Real Rate Report with more agility and transparency for today's legal environment.

2025 Real Rate Report use considerations

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in DynamicInsights and this report are derived from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Legal departments might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Examples of data to consider when reviewing rates:

- **Industry** – Compare spend and rate trends across various industries
- **Practice area** – Analyze cost variations in different legal practice areas
- **Detailed practice area** – Drill down into niche legal specialties for precise benchmarking
- **Am Law** – Benchmark against top-ranked law firms for competitive rate analysis
- **City** – Understand rate trends in specific metropolitan areas
- **Country** – Gain a global perspective on legal costs and spend management
- **Role** – Assess legal spend distribution across different law firm roles

Real Rate Report Overview

Understanding key statistical terms

To help interpret the legal rate data presented in DynamicInsights and this report, it's important to understand the statistical measures used. Below are definitions of the core metrics:

- **Mean (average):** The sum of all rate values divided by the total number of values added. It provides a general sense of the central tendency of the rates but can be influenced by extreme values (outliers).
- **Median:** The middle value when all rates are arranged in ascending order. If there is an even number of rates being analyzed, the median is the average of the two middle rates. It is a robust measure of central tendency of rates that is less affected by outliers.
- **First quartile (Q1):** The value below which 25% of the rates fall. It marks the lower boundary of the middle 50% of the rates and helps identify the lower range of typical values.
- **Third quartile (Q3):** The value below which 75% of the rates fall. It marks the upper boundary of the middle 50% of the rates and helps identify the upper range of typical values.
- **n:** The number of unique timekeepers contributing to the data.

These metrics are used to provide a more nuanced view of legal rates, helping users identify trends, outliers, and benchmarks across various dimensions.

See clearly. Spend wisely.

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- Increased efficiencies free up time for more value-add work

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Legal rates keep climbing and 2026 will be no exception. Stay ahead with award-winning insights designed to give your team the edge in every negotiation.

Data that wins awards...and rate negotiations

- **Unmatched Data Power:** Leverages over **$200B in invoice-backed legal spend data** to deliver deep, actionable insights.
- **Strategic Legal Spend Management:** Empowers legal teams to negotiate smarter, plan more effectively, and control costs with greater precision.
- **Enhanced Transparency & Collaboration:** Strengthens law firm-client relationships through data-driven transparency and benchmarking.
- **Insight-Driven Decision Making:** Enables analysis across key dimensions to support strategic negotiations and financial optimization.



Wolters Kluwer

Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2025

Section I: High-Level Data Cuts

Cities
By Role

2025 Real Rates for Associate and Partner

Trend Analysis - Mean

Power BI Desktop

City	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Los Angeles CA	Partner	565	$517	$925	$1,365	$993	$979	$913
	Associate	518	$485	$720	$982	$761	$741	$684
Louisville KY	Partner	32	$291	$395	$500	$411	$395	$380
	Associate	19	$275	$290	$342	$304	$274	$268
Madison WI	Partner	10	$275	$420	$491	$420	$443	$563
Memphis TN	Partner	22	$325	$394	$470	$404	$428	$387
Miami FL	Partner	191	$250	$525	$733	$547	$570	$575
	Associate	128	$175	$330	$479	$357	$389	$393
Milwaukee WI	Partner	32	$364	$459	$649	$524	$581	$525
	Associate	18	$322	$455	$690	$498	$462	$404
Minneapolis MN	Partner	138	$475	$694	$918	$692	$673	$637
	Associate	111	$333	$450	$620	$485	$467	$432

Section I: High-Level Data Cuts

Cities
By Years of Experience

2025 Real Rates for Partner

Trend Analysis - Mean

Power BI Desktop

City	Years of Experience	n	First Quartile	Median	Third Quartile	2025	2024	2023
Phoenix AZ	21 or More Years	25	$350	$490	$674	$559	$499	$540
Pittsburgh PA	Fewer Than 21 Years	41	$501	$600	$810	$669	$658	$599
	21 or More Years	72	$480	$691	$860	$705	$733	$669
Portland ME	21 or More Years	18	$386	$435	$484	$418	$421	$381
Portland OR	Fewer Than 21 Years	17	$402	$465	$525	$599	$536	$509
	21 or More Years	32	$470	$525	$639	$594	$607	$553
Raleigh NC	21 or More Years	12	$396	$475	$510	$489	$477	$477
Richmond VA	Fewer Than 21 Years	10	$604	$703	$855	$707	$746	$687
	21 or More Years	24	$431	$713	$1,084	$739	$756	$726
Salt Lake City UT	Fewer Than 21 Years	12	$395	$447	$459	$422	$445	$412
	21 or More Years	16	$350	$463	$521	$480	$433	$407
San Diego CA	21 or More Years	33	$438	$785	$1,334	$894	$898	$882

Section II: Industry Analysis

All data and analysis based on data collected thru Q2 2025



Section II: Industry Analysis

Consumer Services

By Detailed Practice Area and Matter Type

2025 - Real Rates for Associate and Partner

Trend Analysis - Mean

Power BI Desktop

Practice Area	Matter Type	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Employment and Labor: Discrimination, Retaliation and Harassment / EEO	**Litigation**	Partner	27	$393	$495	$613	$509	$463	$436
		Associate	19	$400	$475	$493	$437	$387	$370
Employment and Labor: Other	**Litigation**	Partner	24	$564	$692	$1,252	$956	$782	$683
		Associate	14	$384	$469	$564	$553	$484	$458
	Non-Litigation	Partner	25	$450	$574	$695	$579	$573	$548
		Associate	25	$397	$450	$525	$465	$472	$456
Intellectual Property: Patents	**Non-Litigation**	Partner	41	$350	$595	$691	$605	$652	$634
		Associate	51	$208	$373	$517	$382	$378	$389
Real Estate: Leasing	**Non-Litigation**	Partner	17	$410	$539	$865	$616	$664	$667
		Associate	10	$278	$404	$617	$482	$444	$478
Real Estate: Other	**Non-Litigation**	Partner	58	$480	$626	$940	$694	$612	$540
		Associate	39	$320	$460	$733	$503	$468	$415

EXHIBIT 4

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder'

By Roy Strom

Column
June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than $2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than $1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges $1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at $2,465 an hour. Want to hire famous litigator David Boies? That'll cost $1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge it Up

Big Law firms are crossing the $2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	$2,165
Latham & Watkins	$2,075
Kirkland & Ellis	$1,995
Simpson Thacher & Bartlett	$1,950
Boies Schiller Flexner	$1,950
Sidley Austin	$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over $5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly $2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than $1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast here.



00:00:00

That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

Trustee's Objection

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EXHIBIT 5

Wilshire Law Firm, PLC

Transaction Detail by Account

All Transactions

Accrual Basis

Type	Date	Num	Memo	Description	Amount	Balance
Mediation Fees						
	08/17/2025	BILLAV081725-01	Mediation Fees - Todd Smith Esq APC	Mediation Fee	$10,000.00	$10,000.00
Total MEDIATION FEES					$10,000.00	$10,000.00
Consultant Fees						
	12/01/2025	13806	Consultant Fees - Berger Consulting Group LLC	9.20 hours	$6,210.00	$6,210.00
Total CONSULTANT FEES					$6,210.00	$6,210.00
Filing Fees						
	04/24/2024	22747924	Filing Fee - One Legal LLC	Complaint	$1,497.05	$1,497.05
	06/19/2024	77617	Service Fee - Valpro Attorney Services, LLC	Serve Leemar Enterprises	$149.00	$1,646.05
	06/19/2024	77618	Service Fee - Valpro Attorney Services, LLC	Serve Leemar Investm...	$69.00	$1,715.05
	06/19/2024	77619	Service Fee - Valpro Attorney Services, LLC	Serve Leemar Investm...	$69.00	$1,784.05
	06/19/2024	77620	Service Fee - Valpro Attorney Services, LLC	Serve Leemar Investm...	$69.00	$1,853.05
	06/19/2024	77621	Service Fee - Valpro Attorney Services, LLC	Serve United Lerone H...	$69.00	$1,922.05
	06/19/2024	77622	Service Fee - Valpro Attorney Services, LLC	Serve United lerone I-S...	$69.00	$1,991.05
	06/19/2024	77623	Service Fee - Valpro Attorney Services, LLC	Serve United lerone II-...	$69.00	$2,060.05
	06/19/2024	77624	Service Fee - Valpro Attorney Services, LLC	Serve United lerone III-...	$69.00	$2,129.05
	06/19/2024	77625	Service Fee - Valpro Attorney Services, LLC	Serve United lerone Iv-...	$93.00	$2,222.05
	06/19/2024	77626	Service Fee - Valpro Attorney Services, LLC	Serve United lerone V-...	$69.00	$2,291.05
	06/19/2024	77627	Service Fee - Valpro Attorney Services, LLC	Serve Poco Locos-S&C	$69.00	$2,360.05
	06/19/2024	77628	Service Fee - Valpro Attorney Services, LLC	Serve Aacr Farms Llc-...	$69.00	$2,429.05
	06/20/2024		Los Angeles Superior Court		$8.00	$2,437.05
	06/20/2024	77678	Filing Fee - Valpro Attorney Services, LLC	POS	$45.00	$2,482.05
	06/21/2024		Filing Fee - Department of Industrial Relations	PAGA Notice	$75.00	$2,557.05
	06/24/2024		Department of Industrial Rel...	PAGA Notice	$75.00	$2,632.05
	08/12/2024	23501113	Filing Fee - One Legal LLC	SCR	$20.74	$2,652.79
	08/19/2024	23554032	Filing Fee - One Legal LLC	Notice	$175.17	$2,827.96
	08/23/2024	23591014	Filing Fee - One Legal LLC	Notice	$20.74	$2,848.70
	08/27/2024	23604827	Filing Fee - One Legal LLC	Stip and Order	$41.33	$2,890.03
	08/28/2024	23616106	Filing Fee - One Legal LLC	Order	$20.74	$2,910.77
	09/06/2024	23679194	Filing Fee - One Legal LLC	Notice	$20.74	$2,931.51
	09/16/2024	23732362-R1	Filing Fee - One Legal LLC	Req for Dismissal	$15.39	$2,946.90
	09/16/2024	23732362	Filing Fee - One Legal LLC	Req for Dismissal	$5.35	$2,952.25
	10/08/2024	23891866	Filing Fee - One Legal LLC	Notice	$20.80	$2,973.05
	10/10/2024	23903902	Filing Fee - One Legal LLC	SCR	$20.80	$2,993.85
	10/10/2024	23904097	Filing Fee - One Legal LLC	SCR	$16.47	$3,010.32
	10/10/2024	23907990	Filing Fee - One Legal LLC	POS	$20.80	$3,031.12
	10/31/2024	24048674	Filing Fee - One Legal LLC	Notice	$22.41	$3,053.53
	11/05/2024	350884	Service Fee - Case Anywhere, LLC		$213.12	$3,266.65
	01/21/2025	24549023	Filing Fee - One Legal LLC	SCR	$23.44	$3,290.09
	01/31/2025		Los Angeles Superior Court		$3.00	$3,293.09
	02/04/2025	363307	Service Fee - Case Anywhere, LLC		$153.00	$3,446.09
	02/18/2025	24729045	Filing Fee - One Legal LLC	SCR	$23.44	$3,469.53
	3/5/2025	376648	Service Fee - Case Anywhere, LLC		$55.00	$3,524.53
	04/03/2025	25074787	Filing Fee - One Legal LLC	Req for Dismissal	$23.44	$3,547.97
	04/04/2025	390480	Service Fee - Case Anywhere, LLC		$49.00	$3,596.97

	05/05/2025	25292344	Filing Fee - One Legal LLC	Stip and Order	$45.12	$3,642.09
	06/01/2025	402428	Service Fee - Case Anywhere, LLC		$67.00	$3,709.09
	07/01/2025	414549	Service Fee - Case Anywhere, LLC		$55.00	$3,764.09
	07/01/2025	427002	Service Fee - Case Anywhere, LLC		$49.00	$3,813.09
	08/04/2025	439515	Service Fee - Case Anywhere, LLC		$49.00	$3,862.09
	09/02/2025	452118	Service Fee - Case Anywhere, LLC		$49.00	$3,911.09
	10/01/2025	464889	Service Fee - Case Anywhere, LLC		$49.00	$3,960.09
	11/03/2025	477863	Service Fee - Case Anywhere, LLC		$49.00	$4,009.09
	12/01/2025	490659	Service Fee - Case Anywhere, LLC		$49.00	$4,058.09
	01/02/2026	503635	Service Fee - Case Anywhere, LLC		$49.00	$4,107.09
	02/01/2026	516943	Service Fee - Case Anywhere, LLC		$49.00	$4,156.09
	03/02/2026	530262	Service Fee - Case Anywhere, LLC		$49.00	$4,205.09
	04/01/2026	543755	Service Fee - Case Anywhere, LLC		$49.00	$4,254.09
	05/01/2026	557232	Service Fee - Case Anywhere, LLC		$49.00	$4,303.09
	06/01/2026	570540	Service Fee - Case Anywhere, LLC		$49.00	$4,352.09
	07/01/2026	583767	Service Fee - Case Anywhere, LLC		$49.00	$4,401.09
	08/01/2026	597070	Service Fee - Case Anywhere, LLC		$49.00	$4,450.09
Total FILING FEES					$4,450.09	$4,450.09
TOTAL					**$20,660.09**	**$20,660.09**

EXHIBIT 6

Outlook

Thank you for your Court Complaint Submission.

From DIR PAGA Unit <no-reply@formassembly.com>
Date Fri 10/30/2026 4:36 PM
To Giancarlo Recinos' Team <Giancarlorecinosteam@wilshirelawfirm.com>

10/30/2026 04:36:31 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C95f842175c1c4eb680d708df36dea76b%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639290002085348675%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=XRqbF0CAHRuacFBSyawEApRS6khs47BHrZHwivVAdPE%3D&reserved=0

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Fri 10/30/2026 4:48 PM
To Giancarlo Recinos' Team <Giancarlorecinosteam@wilshirelawfirm.com>

10/30/2026 04:48:28 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/30/2026 04:48:28 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1035440-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C89bcba9c4ad74db9311b08df36e05310%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639290009241766026%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=h%2F1qfvaX40e%2FiyZK5s6VRJX8nklU4VZkl3gZFYva5vA%3D&reserved=0

EXHIBIT 7

[Administrator's Letterhead]

PAGA Settlement Aggrieved Employee Cover Letter

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Enclosed please find a check in the amount of[INDIVIDUAL PAGA PAYMENT].

You are receiving this check because of a PAGA lawsuit brought by VIOLETA ZACARIAS ("Plaintiff") against 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, "Defendants") for civil penalties under the Private Attorneys General Act, California Labor Code section 2698 et seq. ("PAGA"). The Action is pending in Los Angeles County Superior Court under Case No. 24STCV10220.

Plaintiff's claim seeks civil penalties under PAGA, which allows a plaintiff to pursue penalties on behalf of the government and allegedly aggrieved employees. Plaintiff alleges that Defendants failed to comply with wage-and-hour laws as to hourly-paid or non-exempt employees who worked for Defendants in California, including alleged failures to pay minimum and straight-time wages, pay overtime wages, provide legally compliant meal periods, authorize and permit rest periods, timely pay wages upon separation, furnish accurate itemized wage statements, and reimburse business expenses.

Defendants deny these claims and maintain that they complied with all applicable wage-and-hour laws. To avoid further costs and uncertainty, Defendants agreed to settle. The settlement covers Defendants and their former and present parent companies, related companies, subsidiaries, and affiliates, and each of their directors, officers, employees, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns (collectively, the "Released Parties"). By settling, Defendants and the Released Parties do not admit wrongdoing or liability.

On [insert date], the Court approved the settlement. Part of the settlement is being paid to the government and part is being paid to each hourly-paid or non-exempt employee who worked for Defendants in California during the PAGA Period. For purposes of this notice, the applicable PAGA Period is from June 20, 2023 through October 29, 2025.You are receiving a portion of the settlement because Defendants' records indicate that you worked for Defendants as an hourly-paid or non-exempt employee during the PAGA Period.

You will not be retaliated against for cashing the check. Whether you cash it is entirely up to you. Checks that are not cashed by the void date stated on the check, which will be no less than 180 days after mailing, will be cancelled, and the funds will be transmitted to the California State Controller's Unclaimed Property Fund in your name. Regardless of whether you cash the check, by law and Court order, you have released the Released Parties from the released claims described below.

One hundred percent (100%) of your payment under this settlement will be considered penalties and will be reported to the IRS and state tax authorities as non-wage income.

This settlement bars you and other Aggrieved Employees, for the applicable PAGA Period, from pursuing claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. This includes PAGA civil-penalty claims based on alleged failures to pay minimum and straight-time wages, pay overtime wages, provide legally compliant meal periods, authorize and permit rest periods, timely pay wages upon separation, furnish accurate itemized wage statements, and reimburse business expenses.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

If you have any questions, you may call or write to Phoenix Class Action at the following phone number or address: [insert address and telephone number for Administrator's contact person].

EXHIBIT 8

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

July 9, 2026

CASE ASSUMPTIONS	
Class Members	600
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	600
Subtotal Admin Only	**$6,000.00**
Flat Fee Total	**$6,000.00**

For 600 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Zacarias v. United Lerone Holdings. LLC, PAGA Administration

Phoenix Contact: Melissa Meade
Contact Number: 949.331.0865
Email: melissa@phoenixclassaction.com

Requesting Attorney: Arman Salehi
Firm: Wilshire Law Firm PLC
Contact Number: 213-381-9988
Email: arman.salehi@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on **600** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	1	$100.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.50	52	$130.00
NCOA (USPS)	$150.00	1	$150.00
		Total	**$680.00**

* Up to 120 days after disbursement

Data Merger & Scrub / PAGA Letter & Check / Postage / SpanishTranslation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	1	$100.00
Spanish Translation	$150.00	1	$150.00
Data Merge & Duplication Scrub	$0.09	600	$54.00
PAGA Letter and Check Packet	$1.00	600	$600.00
Estimated Postage (up to 1 oz.)*	$0.64	600	$384.00
		Total	**$1,288.00**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing PAGA Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$0.75	150	$112.50
Remail PAGA Packets	$0.65	147	$95.50
Estimated Postage	$0.64	147	$94.00
Programming Undeliverables	$50.00	1	$50.00
		Total	**$517.00**

Case Management			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Case Manager	$85.00	2	$170.00
		Total	**$335.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	2	$270.00
		Total	**$865.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$115.00	2	$230.00
Remail Undeliverable Checks (Postage Included)	$1.50	90	$135.00
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	4	$340.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	3	$345.00
QSF Annual Tax Reporting * (State Tax Reporting & Escheating Uncashed Checks to the State of CA included)	$700.00	1	$700.00
Check to Cy-Pres	$150.00	1	Included
		Total	**$2,315.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: $6,000.00

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 9

Electronically Received 10/21/2026 06:12 PM

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

Nicole Golob (SBN 190444)
ngolob@fisherphillips.com
Lirit King (SBN 252521)
lking@fisherphillips.com
FISHER & PHILLIPS LLP
21600 West Oxnard Street, Suite 650
Woodland Hills, California 91367
Telephone: (818) 230-4250
Facsimile: (818) 230-4251

Attorneys for Defendants

FILED
Superior Court of California
County of Los Angeles
10/23/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

LEEMAR ENTERPRISES, INC., a California corporation; LEEMAR INVESTMENTS, INC., a California corporation; LEEMAR INVESTMENTS I, INC., a California corporation; LEEMAR INVESTMENTS II, LLC, a California limited liability company; 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; POCO LOCOS, LLC, a California limited liability company; AACR FARMS 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]

JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; [~~PROPOSED~~] ORDER

Complaint filed: May 16, 2024
Trial date: Not set

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

THIS STIPULATION is hereby entered into by and between counsel of record for Plaintiff Violeta Jasmin Zacarias ("Plaintiff") and Defendant United Lerone Holdings, LLC, Defendant United Lerone I, LLC, Defendant United Lerone II, LLC, Defendant United Lerone III, LLC, Defendant United Lerone IV, LLC, Defendant United Lerone V, LLC's (collectively, the "Defendants," and together with Plaintiff, the "Parties");

WHEREAS, on April 23, 2024, Plaintiff filed this wage-and-hour class action in the Superior Court of California, County of Los Angeles, thereby initiating the above-referenced action;

WHEREAS, on September 16, 2024, Defendant AACR Farms LLC was dismissed from the action, without prejudice, at the request of Plaintiff;

WHEREAS, on October 16, 2024, Defendant Poco Locos LLC was dismissed from the action, without prejudice, at the request of Plaintiff;

WHEREAS, on January 27, 2025, Defendant Leemar Investments, Inc., Defendant Leemar Investments I, Inc., and Defendant Leemar Investments II, LLC were dismissed from the action, without prejudice, at the request of Plaintiff;

WHEREAS, on April 14, 2025, Defendant Leemar Enterprises, Inc. was dismissed from the action, without prejudice, at the request of Plaintiff;

WHEREAS, the Parties participated in private mediation on November 17, 2025 with mediator Todd Smith, Esq., which resulted in a settlement on a PAGA-only basis;

WHEREAS, Plaintiff seeks leave to file a First Amended Complaint, attached hereto as **Exhibit A**, to eliminate the dismissed defendants, to eliminate the class claims (for which a separate request for dismissal in accordance with California Rules of Court Rule 3.770 will be filed), and to add a ninth cause of action for civil penalties under the Private Attorneys General Act;

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WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

THEREFORE, the Parties, by and through their undersigned counsel of record, hereby stipulate and agree to Plaintiff's filing of a First Amended Complaint, and respectfully request that the Court enter an order as follows:

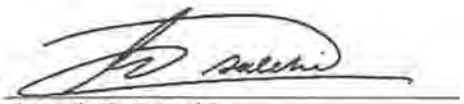
1. Plaintiff be allowed leave to file her First Amended Complaint in the form attached as **Exhibit A** to this Stipulation;

2. Defendants shall have thirty (30) days from the date Plaintiff files and electronically serves on Defendants her First Amended Complaint to file and serve upon Plaintiff a responsive pleading to the First Amended Complaint.

Respectfully submitted,

Dated: October 21, 2026

WILSHIRE LAW FIRM

By: 

Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiff

Dated: October 21, 2026

FISHER & PHILLIPS LLP

By: */s/ Lirit King*

Nicole Golob
Lirit King

Attorneys for Defendants:
United Lerone Holdings, LLC
United Lerone I, LLC
United Lerone II, LLC
United Lerone III, LLC
United Lerone IV, LLC
United Lerone V. LLC

WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

[~~PROPOSED~~] ORDER

The Court, having considered the Parties' Joint Stipulation for Leave to File First Amended Complaint, and good cause appearing, ORDERS AS FOLLOWS:

1. Plaintiff is granted leave to file her First Amended Complaint ("FAC"), of which a true and correct copy is attached hereto as **Exhibit A**;

2. Plaintiff's FAC must be separately filed and electronically served within 30 days from the date of this Order; and

3. Defendants shall have thirty (30) days from the date Plaintiff files and electronically serves on Defendants her FAC to file and serve upon Plaintiff a responsive pleading to the FAC.

4. _____

_____.

IT IS SO ORDERED.

DATE: 10/23/2026

William F. Highberger / Judge
Honorable William F. Highberger
Judge of the Los Angeles Superior Court

WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

Exhibit A

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VIOLETA JASMIN ZACARIAS, individually, and on behalf of the State of California and other aggrieved persons,

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

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

Plaintiff VIOLETA JASMIN ZACARIAS ("Plaintiff"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendant UNITED LERONE HOLDINGS, LLC, Defendant UNITED LERONE I, LLC, Defendant UNITED LERONE II, LLC, Defendant UNITED LERONE III, LLC, Defendant UNITED LERONE IV, LLC, Defendant UNITED LERONE V, LLC, and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for expenditures.

2. Plaintiff brings the First through Eighth Causes of Action individually.

3. Plaintiff brings the Ninth Cause of Action as a representative action under the California Private Attorneys General Act ("PAGA") to recover civil penalties that are owed to her, the State of California, and past and present non-exempt employees by Defendants in the State of California during the statute of limitations period for his PAGA claim (hereinafter referred to as the "Aggrieved Employees").

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants maintained a systematic, company-wide policy and practice of:

(a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

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Los Angeles, CA 90017

(b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;

(c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;

(e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and

(f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

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///

WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

THE PARTIES

A. Plaintiff

8. Plaintiff VIOLETA JASMIN ZACARIAS is a resident of Los Angeles County, California, who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately October 2023 to approximately January 24, 2024.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that 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, are, and at all times herein mentioned, were:

(a) Entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,

(b) The former employers of Plaintiff and the current and/or former employers of the Aggrieved Employees because 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 suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

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injured a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

13. Plaintiff worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately October 2023 to approximately January 2024. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

14. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

15. Throughout the statutory period, Defendants maintained a policy and practice of not

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paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, having to perform work-related duties during unpaid meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

16. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

17. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'

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policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

18. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to her by Defendants at the conclusion of her employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages when her employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and the Aggrieved Employees.

19. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;

(d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the

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correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

20. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones.

21. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

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FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

22. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

23. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

24. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff compensation for all hours she worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

25. Accordingly, Plaintiff is entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

26. By and through the conduct described above, Plaintiff has been deprived of her rights to be paid wages earned by virtue of her employment with Defendants.

27. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff for her non-overtime hours worked without pay, Plaintiff suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and which will be ascertained according to proof at trial.

28. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiff.

29. Pursuant to California Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

30. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to

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this cause of action, Plaintiff was entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff all such wages due and failed to pay those wages twice a month.

31. Plaintiff is also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

33. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

34. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

35. At all times relevant hereto, Plaintiff has worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

36. At all times relevant hereto, Defendants failed to pay Plaintiff overtime compensation for the hours she have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

37. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff for her overtime hours worked, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to her but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

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38. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff.

39. Plaintiff also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

40. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

42. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff of all duty in order to take her first daily meal periods no later than the start of Plaintiff's sixth hour of work in a workday, and to take her second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

43. Despite these legal requirements, Defendants regularly failed to provide Plaintiff with both meal periods as required by California law. By their failure to permit and authorize Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully

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violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

44. Under California law, Plaintiff is entitled to be paid one hour of additional wages for each workday she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

46. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

47. Despite these legal requirements, Defendants failed to authorize Plaintiff to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

48. Under California law, Plaintiff is entitled to be paid one hour of premium wages rate for each workday she was not provided with all required rest break(s), plus interest thereon.

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FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

50. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

51. As mentioned above, Plaintiff's employment with Defendants ended in January 2024. However, Defendants failed to pay Plaintiff all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of her leaving Defendants' employ.

52. Defendants' failure to pay Plaintiff her wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of her leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

53. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

54. Plaintiff is entitled to recover from Defendants her additionally accruing wages for each day she was not paid, at her regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

55. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

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SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

57. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

58. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

59. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff has suffered injury and damage to her statutorily protected rights.

60. Specifically, Plaintiff has been injured by Defendants' intentional violation of California Labor Code § 226(a) because she was denied both her legal right to receive, and her protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

61. Calculation of the true wage entitlement for Plaintiff is difficult and time consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to

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bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

62. Plaintiff is entitled to recover from Defendants the greater of her actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

63. Plaintiff is also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

65. As set forth above, Plaintiff was required to incur substantial necessary expenditures and losses in direct consequence of the discharge of her duties or of her obedience to directions of Defendants.

66. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff for necessary expenditures and losses incurred in direct consequence of the discharge of her duties or of her obedience to directions of Defendants.

67. As a result, Plaintiff was damaged at least in the amounts of the expenses she paid, or which were deducted by Defendants from her wages.

68. Plaintiff is entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

70. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

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71. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

72. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq*.

73. A violation of California Business & Professions Code §§ 17200, *et seq*. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Minimum and Straight Time Wages

74. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Overtime Wages

75. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Meal Periods

76. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Authorize and Permit Rest Periods

77. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq*.

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Failure to Indemnify Business Expenses

78. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

79. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to her detriment.

80. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

81. Plaintiff is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff has been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

82. Plaintiff is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

83. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries she suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff has suffered irreparable harm and Defendants must be restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

84. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

85. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff is

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entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*)

86. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

87. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

88. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

89. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. She gave written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.

90. The LWDA has not indicated that it intends to investigate Defendant's Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor

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Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

91. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

92. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

93. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

94. For unpaid wages as may be appropriate;

95. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

96. For liquidated damages;

97. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

98. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

99. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

100. For unpaid wages at overtime wage rates as may be appropriate;

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101. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

102. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

103. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

104. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

105. For unpaid meal period premium wages as may be appropriate;

106. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

107. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

108. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

109. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

110. For unpaid rest period premium wages as may be appropriate;

111. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

112. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

113. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

114. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

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115. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

116. For pre-judgment interest on any unpaid wages from the date such amounts were due;

117. For reasonable attorneys' fees and for costs of suit incurred herein; and,

118. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

119. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

120. For all actual damages, according to proof;

121. For statutory penalties pursuant to California Labor Code § 226(e);

122. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

123. For reasonable attorneys' fees and for costs of suit incurred herein; and,

124. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

125. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

126. For unpaid wages or unreimbursed business expenses as may be appropriate;

127. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

128. For reasonable attorneys' fees and for costs of suit incurred herein; and,

129. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

130. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit

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rest periods, and failing to indemnify employees for expenditures;

131. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;

132. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

133. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

134. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

135. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

136. The the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.

137. For all actual, consequential, and incidental losses and damages, according to proof;

138. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

139. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

140. For such other and further relief as the Court may deem equitable and appropriate.

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As to all Causes of Action

141. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: October 21, 2026

WILSHIRE LAW FIRM

By: _____
Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 21, 2026

WILSHIRE LAW FIRM

By: _____
Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiff

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PROOF OF SERVICE

Zacarias v. Leemar Enterprises, Inc., et al.
24STCV10220

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On **October 21, 2026,** I served the foregoing **JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; [PROPOSED] ORDER**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Nicole Golob (SBN 190444)
ngolob@fisherphillips.com
Lirit King (SBN 252521)
lking@fisherphillips.com
FISHER & PHILLIPS LLP
21600 West Oxnard Street, Suite 650
Woodland Hills, California 91367
Telephone: (818) 230-4250
Facsimile: (818) 230-4251

Attorneys for Defendants United Lerone Holdings, United Lerone I, United Lerone II, United Lerone III, United Lerone IV, and United Lerone V

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed this **October 21, 2026** at Los Angeles, California.

Ashley Narinyans
Type or Print Name

Signature

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Los Angeles, CA 90017

Electronically Received 10/27/2026 12:51 PM

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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
10/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VIOLETA JASMIN ZACARIAS, individually, and on behalf of the State of California and other aggrieved persons,

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

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

Plaintiff VIOLETA JASMIN ZACARIAS ("Plaintiff"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendant UNITED LERONE HOLDINGS, LLC, Defendant UNITED LERONE I, LLC, Defendant UNITED LERONE II, LLC, Defendant UNITED LERONE III, LLC, Defendant UNITED LERONE IV, LLC, Defendant UNITED LERONE V, LLC, and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for expenditures.

2. Plaintiff brings the First through Eighth Causes of Action individually.

3. Plaintiff brings the Ninth Cause of Action as a representative action under the California Private Attorneys General Act ("PAGA") to recover civil penalties that are owed to her, the State of California, and past and present non-exempt employees by Defendants in the State of California during the statute of limitations period for his PAGA claim (hereinafter referred to as the "Aggrieved Employees").

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants maintained a systematic, company-wide policy and practice of:

(a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

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(b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;

(c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;

(e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and

(f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

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THE PARTIES

A. Plaintiff

8. Plaintiff VIOLETA JASMIN ZACARIAS is a resident of Los Angeles County, California, who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately October 2023 to approximately January 24, 2024.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that 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, are, and at all times herein mentioned, were:

(a) Entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,

(b) The former employers of Plaintiff and the current and/or former employers of the Aggrieved Employees because 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 suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

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injured a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

13. Plaintiff worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately October 2023 to approximately January 2024. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

14. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

15. Throughout the statutory period, Defendants maintained a policy and practice of not

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paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, having to perform work-related duties during unpaid meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

16. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

17. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'

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policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

18. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to her by Defendants at the conclusion of her employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages when her employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and the Aggrieved Employees.

19. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;

(d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the

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correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

20. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones.

21. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

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FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

22. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

23. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

24. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff compensation for all hours she worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

25. Accordingly, Plaintiff is entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

26. By and through the conduct described above, Plaintiff has been deprived of her rights to be paid wages earned by virtue of her employment with Defendants.

27. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff for her non-overtime hours worked without pay, Plaintiff suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and which will be ascertained according to proof at trial.

28. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiff.

29. Pursuant to California Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

30. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to

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this cause of action, Plaintiff was entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff all such wages due and failed to pay those wages twice a month.

31. Plaintiff is also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

33. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

34. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

35. At all times relevant hereto, Plaintiff has worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

36. At all times relevant hereto, Defendants failed to pay Plaintiff overtime compensation for the hours she have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

37. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff for her overtime hours worked, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to her but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

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38. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff.

39. Plaintiff also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

40. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

42. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff of all duty in order to take her first daily meal periods no later than the start of Plaintiff's sixth hour of work in a workday, and to take her second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

43. Despite these legal requirements, Defendants regularly failed to provide Plaintiff with both meal periods as required by California law. By their failure to permit and authorize Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully

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violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

44. Under California law, Plaintiff is entitled to be paid one hour of additional wages for each workday she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

46. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

47. Despite these legal requirements, Defendants failed to authorize Plaintiff to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

48. Under California law, Plaintiff is entitled to be paid one hour of premium wages rate for each workday she was not provided with all required rest break(s), plus interest thereon.

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FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

50. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

51. As mentioned above, Plaintiff's employment with Defendants ended in January 2024. However, Defendants failed to pay Plaintiff all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of her leaving Defendants' employ.

52. Defendants' failure to pay Plaintiff her wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of her leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

53. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

54. Plaintiff is entitled to recover from Defendants her additionally accruing wages for each day she was not paid, at her regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

55. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

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SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

57. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

58. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

59. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff has suffered injury and damage to her statutorily protected rights.

60. Specifically, Plaintiff has been injured by Defendants' intentional violation of California Labor Code § 226(a) because she was denied both her legal right to receive, and her protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

61. Calculation of the true wage entitlement for Plaintiff is difficult and time consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to

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bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

62. Plaintiff is entitled to recover from Defendants the greater of her actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

63. Plaintiff is also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

65. As set forth above, Plaintiff was required to incur substantial necessary expenditures and losses in direct consequence of the discharge of her duties or of her obedience to directions of Defendants.

66. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff for necessary expenditures and losses incurred in direct consequence of the discharge of her duties or of her obedience to directions of Defendants.

67. As a result, Plaintiff was damaged at least in the amounts of the expenses she paid, or which were deducted by Defendants from her wages.

68. Plaintiff is entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

70. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

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71. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

72. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

73. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

74. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

75. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

76. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

77. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

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Failure to Indemnify Business Expenses

78. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

79. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to her detriment.

80. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

81. Plaintiff is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff has been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

82. Plaintiff is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

83. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries she suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff has suffered irreparable harm and Defendants must be restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

84. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

85. Pursuant to California Business & Professions Code §§ 17200, *et seq*., Plaintiff is

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entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*)

86. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

87. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

88. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

89. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. She gave written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.

90. The LWDA has not indicated that it intends to investigate Defendant's Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor

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Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

91. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

92. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

93. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

94. For unpaid wages as may be appropriate;

95. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

96. For liquidated damages;

97. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

98. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

99. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

100. For unpaid wages at overtime wage rates as may be appropriate;

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101. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

102. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

103. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

104. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

105. For unpaid meal period premium wages as may be appropriate;

106. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

107. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

108. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

109. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

110. For unpaid rest period premium wages as may be appropriate;

111. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

112. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

113. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

114. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

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115. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

116. For pre-judgment interest on any unpaid wages from the date such amounts were due;

117. For reasonable attorneys' fees and for costs of suit incurred herein; and,

118. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

119. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

120. For all actual damages, according to proof;

121. For statutory penalties pursuant to California Labor Code § 226(e);

122. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

123. For reasonable attorneys' fees and for costs of suit incurred herein; and,

124. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

125. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

126. For unpaid wages or unreimbursed business expenses as may be appropriate;

127. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

128. For reasonable attorneys' fees and for costs of suit incurred herein; and,

129. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

130. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit

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rest periods, and failing to indemnify employees for expenditures;

131. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;

132. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

133. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

134. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

135. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

136. The the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.

137. For all actual, consequential, and incidental losses and damages, according to proof;

138. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

139. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

140. For such other and further relief as the Court may deem equitable and appropriate.

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As to all Causes of Action

141. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: October 27, 2026

WILSHIRE LAW FIRM

By: _____

Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 27, 2026

WILSHIRE LAW FIRM

By: _____

Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiff

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