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FILED
Superior Court of California
County of Los Angeles
09/09/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Elder Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DEVONTE ROJO, an individual, in his representative capacity on behalf himself, the State of California, as a private attorney general,

Plaintiff,

v.

FOREST LAWN MORTUARY, a California corporation; FOREST LAWN MEMORIAL-PARK ASSOCIATION, a California corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 23STCV02200

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT AND JUDGMENT

Date: October 13, 2026
Time: 8:30 a.m.
Reservation ID: 714393221658

Judge: Michael Small
Dept.: 517

Plaintiff Devonte Rojo ("Plaintiff") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(s)(2), against Forest Lawn Mortuary and Forest Lawn Memorial-Park Association ("Defendants").

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorneys general with respect to the PAGA claims being released under the terms of the Amended PAGA Settlement Agreement ("Agreement"). The California Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the settlement via its online process and no objection has been received to the settlement or the motion from the LWDA. The Parties seek approval of the settlement of Plaintiff's PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in the Agreement, which was filed with the Court.

The Agreement provides for a Gross Settlement Amount in the total sum of Five Hundred Five Thousand Dollars and Zero Cents ($505,000.00), which includes the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payments, Administration Expenses Payment, and PAGA Penalties. The PAGA Penalties are to be paid from the Net Settlement Amount which consists of the Gross Settlement Amount after the deduction of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payments, and the Administration Expenses Payment. Further, the Court finds that Plaintiff and PAGA Counsel negotiated the PAGA Penalties at arms-length, absent of any fraud or collusion.

PAGA Counsel are awarded PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payments in the amount One Hundred Ninety-Nine Thousand Five Hundred Twenty-One Dollars and Sixty-Four Cents ($199,521.64) comprised of one-third of the Gross Settlement Amount ($168,333.33) and actually incurred litigation expenses ($31,188.31). The PAGA Counsel Fees Payment will be paid as follows: 50% to JCL Law Firm, APC; and 50% to Zakay Law Group, APLC. The PAGA Counsel Litigation Expenses Payments shall be paid as follows: $16,290.72 to JCL Law Firm, APC, $14,897.59 to Zakay Law Group, APLC. PAGA Counsel shall not seek or obtain any other compensation or reimbursement. The Administrator will be Apex Class Action

LLC. The payment of $10,500.00 to the Administrator for Administration Expenses Payment approved.

Based on its records, Defendants estimated that as of August 6, 2025, 724 Aggrieved Employees collectively worked 46,303 pay periods from February 1, 2022, through May 15, 2026 ("PAGA Period"). Defendants provided the Aggrieved Employee Data to the Administrator on August 21, 2026.

The sum of any settlement checks not cashed within 180 days, or the extended deadline as provided in the Agreement, will be transmitted to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their checks. The Court approved the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(s)(2) hereby GRANTS Plaintiff's motion and approves the PAGA settlement as set forth in the Agreement and the Gross Settlement Amount, which shall be allocated and paid out as set forth in the Agreement.

The "Aggrieved Employees" are defined as "all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period." Upon entry of Judgment and funding in full of the Agreement by Defendants, Defendants, including each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, trustees, and affiliates ("Released Parties") shall be entitled to a release from the Aggrieved Employees for all PAGA claims alleged in the Second Amended Complaint in the Action and Plaintiff's PAGA Notice, and limited to the specific facts and theories stated in each, which include violations of California Labor Code, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violation of applicable Industrial Welfare Commission Wage Order(s), and pursuant to California Labor Code, section 2699.5, and which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security,

workers' compensation, and PAGA claims outside of the PAGA Period. ("Released PAGA Claims").

Neither the Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released PAGA Claims; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission by Defendants or any of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants or any of the Released Parties may file the Agreement and/or the separate Judgment from this action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

Judgment is hereby entered on the claims asserted under PAGA in this action. After entry of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: 10/13/2026

Michael Small / Judge

THE HONORABLE MICHAEL SMALL
JUDGE OF THE SUPERIOR COURT