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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES**

16 MARCUS BLOW, an individual and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 WCAY, INC., a California corporation; and
21 DOES 1 through 100, inclusive,

22 Defendants.

CASE NO.: 25STCV04340

Hon. Timothy P. Dillon, Dept. 15

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: February 18, 2025

Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among
3 plaintiff Marcus Blow (“Plaintiff”), individually and on behalf of the Settlement Class, as defined
4 below, on the one hand; and defendant WCAY, Inc. (“Defendant”), on the other hand; in the
5 lawsuit entitled *Marcus Blow v. WCAY, Inc.*, filed in the Los Angeles County Superior Court,
6 Case No. 25STCV04340 (the “Action”). Plaintiff and Defendant shall be, at times, collectively
7 referred to as the “Parties” and individually as a “Party”. This Agreement is intended by the
8 Parties to fully, finally, and forever resolve, discharge and settle the claims in the Action as set
9 forth herein, based upon and subject to the terms and conditions of this Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means *Marcus Blow v. WCAY, Inc.*, filed in the Los Angeles County
12 Superior Court, Case No. 25STCV04340.

13 **B. “Aggrieved Employees” or “PAGA Employees”** means all current or former
14 non-exempt employees of Defendant who worked during the PAGA Period in California.

15 **C. “Class Counsel”** means: Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group,
16 P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

17 **D. “Class Period”** means the period from February 18, 2021, through May 10, 2026,
18 or the Alternate End Date (as defined in Paragraph 17 below), whichever is sooner.

19 **E. “Court”** means the Superior Court of the State of California for the County of Los
20 Angeles.

21 **F. “Class Notice”** means and refers to the notice sent to Class Members after
22 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
23 Agreement.

24 **G. “Defendant”** shall refer to defendant WCAY, Inc.

25 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
26 the wage portions of the Individual Settlement Payments under the Federal Insurance
27 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
28 and contributions required of employers, such as for unemployment insurance.

1 **I. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
2 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
3 objector, 65 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
4 have been filed, the date on which they have been resolved or exhausted.

5 **J. “General Release”** means the general release of claims by Plaintiff, which is in
6 addition to his limited release of claims as a Participating Class Member and Aggrieved
7 Employee.

8 **K. “Gross Settlement Amount”** or “GSA” or “GFV” means a non-reversionary fund
9 in the sum of Six Hundred and Ten Thousand Dollars and Zero Cents (\$610,000.00),¹ which shall
10 be paid by Defendant, and from which all payments for the Individual Settlement Payments to
11 Participating Class Members, Individual PAGA Payments to Aggrieved Employees and the
12 Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses
13 to Class Counsel, Settlement Administration Costs, Incentive Award to Plaintiff, and the LWDA
14 Payment for resolution of Plaintiff’s cause of action for civil penalties under the Labor Code
15 Private Attorneys’ General Act, codified at Labor Code Section 2698, *et seq.* (“PAGA”), interest
16 and certain taxes shall be paid. The Gross Settlement Amount expressly excludes Employer
17 Taxes, which shall be paid by Defendant separate and apart from the Gross Settlement Amount.
18 Defendant has no obligation to pay any portion of the Gross Settlement Amount (or any payroll
19 taxes) prior to the deadline stated in Paragraph 11(B) of this Agreement. The Administrator will
20 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
21 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
22 Gross Settlement Amount will revert to Defendant.

23 **L. “Individual PAGA Payment”** means a payment to an Aggrieved Employee of
24 his or her share of the PAGA Payment.

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28 ¹ As the same may be increased in accordance with
Paragraph 17.

1 **M. “Individual Settlement Payment”** means a payment to a Participating Class
2 Member of his or her net share of the Net Settlement Amount, excluding any Individual PAGA
3 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

4 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
5 Amount that a Settlement Class Member is projected to receive based on the number of
6 Workweeks that he or she worked as a Settlement Class Member during the Class Period,
7 excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also
8 an Aggrieved Employee.

9 **O. “LWDA Payment”** means the payment to the LWDA for its sixty-five percent
10 (65%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
11 from the Gross Settlement Amount. The Parties have agreed that Thirty Thousand Dollars and
12 Zero Cents (\$30,000.00) shall be allocated toward PAGA penalties, of which Nineteen Thousand
13 Five Hundred Dollars and Zero Cents (\$19,500.00) will be paid to the LWDA (*i.e.*, the LWDA
14 Payment) and Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00) will be paid to
15 Aggrieved Employees on a *pro rata* basis, based on the Pay Periods worked during the PAGA
16 Period (“PAGA Payment”).

17 **P. “Net Settlement Amount” or “Class Employee Fund”** means the portion of the
18 Gross Settlement Amount that is available for distribution to Participating Class Members after
19 deductions for the Court-approved allocations for Settlement Administration Fees and Costs,
20 Incentive Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and
21 expenses to Class Counsel, and the LWDA Payment and the PAGA Payment.

22 **Q. “Operative Complaint or “Complaint”** means the Complaint on file in the
23 Action.

24 **R. “PAGA Payment” or “PAGA Employee Payment”** is the \$10,500.00 payment
25 payable to Aggrieved Employees on a *pro rata* Pay Period basis in addition to the Individual
26 Settlement Share they will receive if they do not opt out of the Settlement.

27 **S. “PAGA Period”** means the period from February 18, 2024, through the end date
28 of the Class Period.

1 **T. “Participating Class Members”** means all Settlement Class Members who do not
2 submit a timely and valid Request for Exclusion.

3 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
4 Settlement Amount that a Participating Class Member is eligible to receive based on the number
5 of Workweeks that he or she worked during the Class Period once all opt-outs have been factored
6 in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is
7 also an Aggrieved Employee.

8 **V. “Parties”** shall refer to Plaintiff and Defendant collectively.

9 **W. “Pay Period”** means the number of pay periods that an Aggrieved Employee
10 worked for Defendant during the PAGA Period, based on hire dates, re-hire dates (as applicable)
11 and separation of employment dates (as applicable). Any pay period during which an Aggrieved
12 Employee worked one day shall be counted as a Pay Period.

13 **X. “Plaintiff”** shall refer to Plaintiff Marcus Blow.

14 **Y. “Preliminary Approval Date”** means the date on which the Court enters an Order
15 granting preliminary approval of the Settlement.

16 **Z. “Released Parties”** shall mean WCAY, Inc. as well as its parent companies,
17 subsidiaries, related companies, affiliates, dbas, shareholders, and any past, present or future
18 officers, directors and employees, predecessors, successors, and assigns.

19 **AA. “Response Deadline”** means the deadline for Settlement Class Members to mail
20 any Requests for Exclusion, objections, or Workweek disputes to the Settlement Administrator,
21 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
22 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
23 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
24 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
25 to postmark a Request for Exclusion, Workweek Dispute or objection. The date of the postmark
26 shall be the exclusive means for determining whether a Request for Exclusion, objection, or
27 Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator shall
28 inform the Class Member of the extended deadline with the re-mailed Class Notice.

1 **BB. “Request for Exclusion”** means a written request to be excluded from the
2 Settlement Class pursuant to Paragraph 9(C) below.

3 **CC. “Incentive Award”** means the monetary amount to be paid to Plaintiff Marcus
4 Blow of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to
5 Court approval, will be paid out of the Gross Settlement Amount.

6 **DD. “Settlement Administration Costs”** means all costs incurred by the Settlement
7 Administrator in administration of the Settlement, including, but not limited to, translating the
8 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
9 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
10 associated taxes and withholdings, providing declarations, generating Individual Settlement
11 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
12 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
13 fees and reimbursement of litigation costs and expenses, to Plaintiff for his Incentive Award, and
14 to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections and
15 related information, and any other actions of the Settlement Administrator as set forth in this
16 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
17 are estimated not to exceed \$7,750. If the actual amount of the Settlement Administration Costs
18 is less than \$7,750, the difference between \$7,750 and the actual Settlement Administration Costs
19 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
20 \$7,750, then such excess will be paid solely from the Gross Settlement Amount and Defendant
21 will not be responsible for paying any additional funds in order to pay these additional costs.

22 **EE. “Settlement Administrator”** means the Third-Party Administrator, ILYM Group,
23 Inc., chosen to be responsible for the administration of the Settlement including, without
24 limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement
25 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
26 this Agreement.

1 **FF. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
2 all current or former non-exempt employees of Defendant who worked during the Class Period
3 in the State of California.

4 **GG. “Workweek”** means the number of workweeks that a Settlement Class Member
5 worked for Defendant during the Class Period in California, based on hire dates, re-hire dates (as
6 applicable) and separation of employment dates (as applicable). Any week during which a
7 Settlement Class Member worked one day shall be counted as a Workweek.

8 **2. BACKGROUND**

9 **A.** On or around February 18, 2025, Plaintiff filed with the LWDA and served on
10 Defendant a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating Plaintiff
11 intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees.
12 The PAGA Notice alleged various violations of the Labor Code.

13 **B.** On February 18, 2025, Plaintiff filed the putative wage-and-hour class action
14 against Defendant in the Los Angeles County Superior Court, Case No. 25STCV04340. Plaintiff
15 alleged that during the Class Period, with respect to Plaintiff and the Settlement Class Members,
16 Defendant, *inter alia*, failure to pay overtime wages, failure to pay minimum wages, (3) failure
17 to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination,
18 (6) failure to provide accurate wage statements, violation of Labor Code § 2802; (8) failure to
19 timely pay wages during employment, and unfair competition (the “Action”). Thereafter, on April
20 21, 2025, Mr. Blow filed a First Amended Complaint adding a cause of action against Defendant
21 under the Labor Code Private Attorneys’ General Act of 2004 for Civil Penalties under Labor
22 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

23 **C.** Shortly thereafter, the Parties agreed to attend mediation and in advance of
24 mediation, Defendant provided Class Counsel with, among other things: (1) a list of current and
25 former employees, with hire dates, termination dates, and final rates of pay; (2) a 25% sample of
26 time and pay records for employees from 2021 through 2025; (3) Plaintiff’s personnel file; and
27 (4) a 2025 employee handbook, 2024 standalone policies, and 2022 standalone policies.
28

1 **D.** On February 10, 2026, the Parties participated in a mediation before Gig Kyriacou,
2 a well-regarded mediator experienced in mediating complex civil disputes. With the aid of the
3 mediator's evaluation, a full day of settlement discussions through the mediator on the day of
4 mediation, and continued settlement discussions through the mediator in the months that followed
5 mediation, the Parties reached the Settlement to resolve the Action.

6 **E.** Class Counsel has conducted significant investigation of the law and facts relating
7 to the claims asserted in the Action and the PAGA Notice, and has concluded that the Settlement
8 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class,
9 taking into account the sharply contested issues involved, the expense and time necessary to
10 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
11 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
12 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
13 to be received by the Settlement Class Members.

14 **F.** Defendant has concluded that, because of the substantial expense of defending
15 against the Action, the length of time necessary to resolve the issues presented herein, the
16 inconvenience involved, and the concomitant disruption to their business operations, it is in its
17 best interest to accept the terms of this Agreement. Defendant denies each of the allegations and
18 claims asserted against it in the Action. However, Defendant nevertheless desires to settle the
19 Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
20 and for the purpose of putting to rest the controversies engendered by the Action.

21 **G.** This Agreement is intended to and does effectuate the full, final, and complete
22 resolution of all Class Released Claims, as defined below in Paragraph 7(A), on behalf of Plaintiff
23 and Participating Class Members, and all PAGA Released Claims, as defined below in Paragraph
24 7(B), of Plaintiff and, to the fullest extent permitted by law, of the State of California and
25 Aggrieved Employees.

26 **H.** The Court has not granted class certification.

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1 **I.** The Parties, Class Counsel and Defense Counsel represent that they are not aware
2 of any other pending matter or action asserting claims that will be extinguished or affected by the
3 Settlement.

4 **3. JURISDICTION**

5 The Court has jurisdiction over the Parties and the subject matter of the Action. The
6 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
7 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
8 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
9 pursuant to California Rule of Court, rule 3.769, subdivision (h).

10 **4. STIPULATION OF CLASS CERTIFICATION**

11 The Parties stipulate to the certification of the Settlement Class under this Agreement for
12 purposes of settlement only.

13 **5. MOTIONS FOR APPROVAL OF SETTLEMENT AND AMENDMENT OF**
14 **PLEADING**

15 After full execution of this Agreement, Plaintiff will move for an order granting
16 preliminary approval of the Settlement, approving and directing the mailing of the proposed Class
17 Notice attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for
18 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
19 of Requests for Exclusion, Workweek Disputes, and objections. If and when the Court
20 preliminarily approves the Settlement, and after administration of the Class Notice in a manner
21 consistent with the Court’s Preliminary Approval Order, Plaintiff will move for an order finally
22 approving the Settlement and seek entry of a Judgment in line with this Settlement. If the Court
23 does not grant preliminary approval or conditions preliminary approval on any material change
24 to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf
25 of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the Court’s
26 concerns.

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1 **6. STATEMENT OF NO ADMISSION**

2 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff,
3 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
4 in the Action. This Agreement shall not be deemed an admission by Defendant of any claims or
5 allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
6 Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails
7 to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any
8 claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have
9 waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties
10 shall be restored to their respective positions in the Action prior to the entry of this Settlement.
11 The Court shall retain jurisdiction over the Parties to enforce the settlement until performance in
12 full of the terms of the Settlement Agreement, in accordance with Code of Civil Procedure section
13 664.6.

14 **7. RELEASE OF CLAIMS**

15 **A. Release by All Participating Class Members.**

16 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
17 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
18 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and
19 all Participating Class Members will release the Released Parties of all claims, rights, demands,
20 damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class
21 Period for the claims brought by Plaintiff in the Action, or that reasonably could have been
22 brought by Plaintiff in the Action based on the facts pled in the Operative Complaint, except for
23 any claim(s) for civil penalties under PAGA (the "Class Released Claims").

24 **B. Release by All Aggrieved Employees**

25 Aggrieved Employees and the LWDA (to the extent permitted by law) will release only
26 claims for civil penalties under PAGA brought by Plaintiff in the Action, or that reasonably could
27 have been brought by Plaintiff in the Action based on the PAGA Notice filed with the LWDA on
28 February 18, 2025 by Plaintiff, which arose during the PAGA Period (the "PAGA Released

1 Claims”). The Class Released Claims and PAGA Released Claims shall be referred to herein as
2 the “Released Claims”.

3 **C. Claims Not Released**

4 The releases above in Paragraph 7(A) and Paragraph 7(B) expressly exclude all other
5 claims, including claims for vested benefits, all claims that may be brought, have been brought,
6 or could have been brought for wrongful termination, discrimination, retaliation, harassment,
7 failure to prevent harassment, discrimination, or retaliation, or otherwise arising under the Fair
8 Employment and Housing Act (“FEHA”), the California Family Rights Act and/or any other
9 applicable state or federal laws and claims and benefits, or rights to seek benefits, for
10 unemployment insurance, disability, social security, and workers’ compensation, and any other
11 claims outside of the Class Released Claims of Participating Class Members, including Plaintiff,
12 arising during the Class Period and the PAGA Released Claims of Aggrieved Employees,
13 including Plaintiff (and, to the extent permitted by law, the State of California) arising outside of
14 the PAGA Period.

15 **D. General Release.**

16 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
17 of Judgment, and payment by Defendant to the Settlement Administrator selected of the full Gross
18 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to
19 the Released Claims, the Plaintiff makes the additional following General Release: Plaintiff
20 releases the Released Parties from all claims, demands, rights, liabilities and causes of action of
21 every nature and description whatsoever, known or unknown, asserted or that might have been
22 asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or
23 regulation arising out of, relating to, or in connection with any act or omission of the Released
24 Parties through the date of full execution of this Agreement in connection with Plaintiff’s
25 employment with Defendant or termination thereof, except for any and all other claims that may
26 not be released as a matter of law through this Agreement and as stated herein. With respect to
27 the General Release provided herein, except as stated below, Plaintiff stipulates and agrees that,
28 through the Final Approval Date and payment by Defendant to the Settlement Administrator

1 selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the
2 Settlement, he shall have expressly waived and relinquished, to the fullest extent permitted by
3 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
4 similar provision under federal or state law, which provides:

5 A general release does not extend to claims that the creditor
6 or releasing party does not know or suspect to exist in his or
7 her favor at the time of executing the release and that, if
8 known by him or her, would have materially affected his or
9 her settlement with the debtor or released party.

10 Plaintiff's Limited Release of Claims as a Participating Class Member and Aggrieved
11 Employee as well as Plaintiff's General Release and Civil Code section 1542 waiver do not
12 include and expressly exclude any release or waiver for any and all claims that may be brought,
13 have been brought, or could have been brought by Plaintiff for wrongful termination,
14 discrimination, retaliation, harassment, failure to prevent harassment, discrimination, or
15 retaliation, or otherwise arising under FEHA, the California Family Rights Act and/or any other
16 applicable state or federal laws and all claims, rights, and benefits, or rights to seek benefits, for
17 unemployment insurance, disability (state disability insurance), social security, and workers'
18 compensation, claims and rights that as a matter of law cannot be released or waived by signing
19 this Agreement, and the Parties' rights to enforce this Agreement.

20 **8. SETTLEMENT ADMINISTRATOR**

21 Plaintiff and Defendant, through their respective counsel, have selected ILYM Group, Inc.
22 Administrators to administer the Settlement, which includes but is not limited to translating the
23 Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and
24 calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of
25 the Settlement Administrator, currently estimated to be \$7,750 will be paid from the Gross
26 Settlement Amount. If the actual amount of the Settlement Administration Costs is less than
27 \$7,750, the difference between \$7,750 and the actual Settlement Administration Costs shall be a
28 part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,750, then
29 such excess will be paid solely from the Gross Settlement Amount and Defendant will not be
30 responsible for paying any additional funds in order to pay these additional costs.

1 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
2 **PROCESS**

3 **A. Notice to the Settlement Class Members.**

4 (1) Within fifteen (15) calendar days after the Preliminary Approval Date,
5 Defendant's Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with
6 information with respect to each Settlement Class Member, including his or her: (1) full name,
7 last known address(es) and last known telephone number(s) currently in Defendant's possession,
8 custody, or control; (2) full Social Security Number in Defendant's possession, custody, or
9 control; and (3) the hire dates, re-hire dates (if applicable) and separation of employment dates (if
10 applicable) for each Settlement Class Member ("Class List"). Defendant has a continuing duty to
11 immediately notify Class Counsel and the Settlement Administrator if they discover that the Class
12 List omitted a Settlement Class Member's identifying information and to provide corrected or
13 updated class data for the Class List as soon as reasonably feasible. Without any extension of the
14 deadline by which Defendant's Counsel must send the Class List to the Settlement Administrator,
15 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
16 otherwise resolve any issues related to missing or omitted class data or identifying information
17 from the Class List. The Settlement Administrator shall perform an address search using the
18 United States Postal Service National Change of Address ("NCOA") database and update the
19 addresses contained on the Class List with the newly found addresses, if any. Within seven (7)
20 calendar days of receiving the Class List from Defendant, the Settlement Administrator shall mail
21 the Class Notice in English and Spanish to the Settlement Class Members via first-class regular
22 U.S. Mail using the most current mailing address information available. The Settlement
23 Administrator shall maintain a list with names and all addresses to which notice was given, and
24 digital copies of all the Settlement Administrator's records evidencing the giving of notice to any
25 Settlement Class Member, for at least four (4) years from the Final Approval Date. Such
26 information shall be available to Class Counsel and Defendant's Counsel upon request.

27 (2) The Class Notice will set forth:
28

- 1 (a) the Settlement Class Member's estimated Individual Settlement
2 Share and Individual PAGA Payment, and the basis for each;
- 3 (b) the information required by California Rule of Court, rule 3.766,
4 subdivision (d);
- 5 (c) the material terms of the Settlement;
- 6 (d) the proposed Settlement Administration Costs;
- 7 (e) the definition of the Settlement Class;
- 8 (f) a statement that the Court has preliminarily approved the
9 Settlement;
- 10 (g) how the Settlement Class Member can obtain additional
11 information, including contact information for Class Counsel;
- 12 (h) information regarding opt-out and objection procedures;
- 13 (i) the date and location of the Final Approval Hearing; and
- 14 (j) that the Settlement Class Member must notify the Settlement
15 Administrator no later than the Response Deadline if the Settlement
16 Class Member disputes the accuracy of the number of Workweeks
17 as set forth on his or her Class Notice ("Workweek Dispute"). If a
18 Settlement Class Member fails to timely dispute the number of
19 Workweeks attributed to him or her in conformity with the
20 instructions in the Class Notice, then he or she shall be deemed to
21 have waived any objection to its accuracy and any claim to any
22 additional settlement payment based on different data.

23 (3) If a Class Notice from the initial notice mailing is returned as
24 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
25 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
26 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
27 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
28 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class

1 Member within three (3) business days. Further, any Class Notices that are returned to the
2 Settlement Administrator with a forwarding address before the Response Deadline shall be
3 promptly re-mailed to the forwarding address affixed thereto within three (3) business days by
4 the Settlement Administrator.

5 (4) No later than seven (7) calendar days from the Response Deadline, the
6 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
7 completion of the notice process, including the number of attempts to obtain valid mailing
8 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
9 and copies of all Requests for Exclusion and objections/comments received by the Settlement
10 Administrator.

11 **B. Objections.**

12 Only Participating Class Members may object or comment regarding the Settlement. In
13 order for any Participating Class Member to object to this Settlement in writing, or any term of
14 it, he or she must do so by mailing a written objection to the Settlement Administrator at the
15 address or phone number provided on the Class Notice no later than the Response Deadline (or
16 the extended Response Deadline if the Class Notice is re-mailed). The Settlement Administrator
17 shall email a copy of the objection forthwith to Class Counsel and Defendant's counsel and attach
18 each objection, if any, to the declaration that Class Counsel files with the Court in support of the
19 Motion for Final Approval. The objection should set forth in writing: (1) the objector's name; (2)
20 the objector's address; (3) the last four digits of the objector's Social Security Number; (4) the
21 objector's signature; (5) a statement of whether the objector plans to appear at the Final Approval
22 Hearing; and (6) the reason(s) for the objection, along with whatever legal authority, if any, the
23 objector asserts in support of the objection. If a Participating Class Member objects to the
24 Settlement, the Participating Class Member will remain a member of the Settlement Class and if
25 the Court approves this Agreement, the Participating Class Member will be bound by the terms
26 of the Settlement in the same way and to the same extent as a Participating Class Member who
27 does not object. The date of mailing of the Class Notice to the objecting Participating Class
28 Member shall be conclusively determined according to the records of the Settlement

1 Administrator. Participating Class Members need not object in writing to be heard at the Final
2 Approval Hearing; they may object or comment in person at the hearing at their own expense.
3 Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up
4 to five (5) court days before the Final Approval Hearing.

5 **C. Requesting Exclusion.**

6 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Class
7 Action Settlement by mailing a written request to be excluded from the Settlement ("Request for
8 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline (or
9 the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
10 Exclusion must include: (1) the Class Member's name; (2) the Class Member's Social Security
11 Number; (3) the Class Member's signature; and (4) the following statement or something to its
12 effect: "Please exclude me from the Settlement Class in the *Marcus Blow v. WCAY, Inc.* matter"
13 or any statement standing for the proposition that the Class Member does not wish to participate
14 in the Settlement. The Settlement Administrator shall immediately provide copies of all Requests
15 for Exclusion to Class Counsel and Defendant's Counsel and shall report the Requests for
16 Exclusions that it receives, to the Court, in its declaration to be provided in advance of the Final
17 Approval Hearing. Any Settlement Class Member who requests exclusion using this procedure
18 will not be entitled to receive any payment from the Settlement and will not be bound by the
19 Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any
20 Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid
21 Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to
22 the Released Claims, as well as any Judgment that may be entered by the Court if Final Approval
23 of the Settlement is granted. A Settlement Class Member cannot submit both a Request for
24 Exclusion and an objection. If a Settlement Class Member submits an objection and a Request for
25 Exclusion, the Request for Exclusion will control and the objection will be void. Settlement Class
26 Members who worked during the PAGA Period that submit a valid Request for Exclusion will
27 still be deemed Aggrieved Employees, will still receive their Individual PAGA Payment, and will
28 be bound by the release encompassed in the PAGA Released Claims.

1 **D. Disputes Regarding Settlement Class Members' Workweeks Data and/or**
2 **Aggrieved Employees' Pay Period Data.**

3 Class Members and Aggrieved Employees will have an opportunity to dispute the
4 information provided in their Class Notice. To the extent Class Members dispute the number of
5 Workweeks or Aggrieved Employees dispute the number of Pay Periods to which they have been
6 credited, those employees may produce evidence to the Settlement Administrator showing that
7 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
8 records will be presumed determinative. However, if a Class Member or Aggrieved Employee
9 produces evidence to the contrary, the Settlement Administrator will evaluate the evidence
10 submitted by the Class Member or Aggrieved Employee and will make the final decision as to
11 the number of Workweeks or Pay Periods that should be applied. All such disputes are to be
12 resolved not later than ten (10) calendar days after the Response Deadline.

13 **E. Extension of Response Deadline for Remailing**

14 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
15 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later,
16 in which to postmark a Request for Exclusion, written objection or to dispute their attributed
17 Workweek count in the Class Period and/or PAGA Period.

18 **F. Cooperation**

19 If the Settlement Administrator, Defendant, or Class Counsel are contacted by or
20 otherwise discover any persons who believe they should have been included in the Class List and
21 should have received a Class Notice, the Parties will expeditiously meet and confer, and in good
22 faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such
23 persons will be Class Members entitled to the same rights as other Class Members, and the
24 Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them
25 to exercise options under this Agreement not later than fifteen (15) days after receipt of Class
26 Notice, or the deadline dates in the Class Notice, whichever are later.
27
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1 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
2 **PAYMENTS TO PLAINTIFF, PARTICIPATING CLASS MEMBERS, AND**
3 **AGGRIEVED EMPLOYEES**

4 Individual Settlement Payments will be calculated and distributed to Participating Class
5 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
6 Members' respective number of Workweeks worked for Defendants during the Class Period.
7 Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to
8 Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved
9 Employees' respective number of Pay Periods worked for Defendant during the PAGA Period.
10 Specific calculations of the Individual Settlement Shares to Participating Class Members and
11 Individual PAGA Payments to Aggrieved Employees will be made as follows:

12 A. The Settlement Administrator will determine the total number of Workweeks
13 worked by each Settlement Class Member during the Class Period ("Class Member's
14 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
15 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
16 Administrator will determine the total number of Pay Periods worked by each Aggrieved
17 Employee during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the
18 aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period
19 ("PAGA Pay Periods").

20 B. To determine each Settlement Class Member's Individual Settlement Share, the
21 Settlement Administrator will use the following formula: Individual Settlement Share =
22 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

23 C. To determine each Participating Class Member's Participating Individual
24 Settlement Share, the Settlement Administrator will determine the aggregate number of
25 Workweeks worked by all Participating Class Members during the Class Period ("Participating
26 Class Workweeks") and use the following formula: Individual Settlement Share = (Participating
27 Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.
28

1 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
2 to Participating Class Members by way of check and is referred to as “Individual Settlement
3 Payment(s)”.

4 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
5 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
6 PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$5,000.00)
7 (the “PAGA Payment”).

8 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid to
9 Participating Class Members and/or Aggrieved Employees by way of check. When a
10 Participating Class Member is also an Aggrieved Employee, one check may be issued that
11 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

12 **G.** Participating Class Members assume full responsibility and liability for any
13 employee taxes owed on their Individual Settlement Payment. Notwithstanding the treatment
14 of the payments to each Participating Class Member, none of the payments called for by this
15 Agreement, including the Wage Portions of the Individual Settlement Payments, are to be
16 treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or
17 retirement plan, nor do any payments under this Agreement extend or alter Class Members’ or
18 Aggrieved Employees’ period of employment for any purpose.

19 **H.** The payment of Individual Settlement Payments and Individual PAGA Payments
20 shall not obligate Defendant to confer any additional benefits or make any additional payments
21 to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
22 Agreement.

23 **11. DISTRIBUTION OF PAYMENTS**

24 **A. Distribution of Individual Settlement Payments.**

25 Participating Class Members will receive an Individual Settlement Payment. All
26 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
27 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
28 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty

(180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). Funds from uncashed or returned checks shall be transmitted to the State Controller Unclaimed Property Division in the name of the Participating Class Member or Aggrieved Employee to whom the check had been issued, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384, subdivision (b), as amended. If the Court requires the Parties to select a *cy pres* recipient pursuant to California Code of Civil Procedure section 384, the Parties shall select a mutually agreeable entity in which neither the Parties nor their counsel has an affiliation or relationship creating the appearance of. The Settlement Administrator shall then prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section 384.

B. Funding of Settlement.

Within sixty five (65) calendar days after the Final Approval Date, Defendant shall deposit the Gross Settlement Amount in the amount of Six Hundred Ten Thousand Dollars and Zero Cents (\$610,000.00) (or the escalated Gross Settlement Amount should the same be escalated pursuant to Paragraph 17), along with the related employer’s share of taxes to the Settlement Administrator in addition to Employer’s Taxes pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s orders and subject to the conditions described herein.

If the Settlement is not finally approved by the Court, the GFV shall revert back, without interest, to Defendant.

Individual Settlement Payments and Individual PAGA Payments shall be paid exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from the QSA shall be made for (1) the Incentive Award to Plaintiff as specified in this Agreement and approved by

1 the Court; (2) the attorneys' fees and costs awarded to Class Counsel, as specified in this
2 Agreement and approved by the Court; (3) the Settlement Administration Costs, as specified in
3 this Agreement and approved by the Court; (4) the LWDA Payment, as specified in this
4 Agreement; and (5) the PAGA Payment. The balance and any accrued interest thereon remaining
5 shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be
6 made to Participating Class Members, less applicable taxes and withholdings. All interest accrued
7 shall be for the benefit of Participating Class Members and distributed on a *pro rata* basis.

8 **C. Time for Distribution.**

9 No more than seven (7) calendar days after entry of an Order granting Final Approval of
10 the Settlement, entry of Judgment, and payment of the full Gross Settlement Amount by
11 Defendant (as the same may be increased to in accordance with Paragraph 17), as well as
12 Employer Taxes, the Settlement Administrator shall distribute all payments due under the
13 Settlement, including the Individual Settlement Payments to Participating Class Members and
14 Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments
15 for the Incentive Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class
16 Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to the
17 LWDA.

18 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

19 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys' fees
20 of up to thirty-five percent (35%) of the Gross Settlement Amount, which shall amount to Two
21 Hundred Thirteen Thousand Five Hundred Dollars and Zero Cents (\$213,500), unless that amount
22 is escalated pursuant to Paragraph 17. Class Counsel shall further apply for, and Defendant shall
23 not oppose, an application or motion by Class Counsel for reimbursement of actual costs
24 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
25 in an amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). Awards of attorneys'
26 fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys'
27 fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in the
28 Action. The "future" aspect of the amounts stated herein includes, without limitation, all time

1 and expenses expended by Class Counsel (including any appeals therein), except for any matters
2 that arise from Defendant's failure to materially comply with the terms of this Agreement. There
3 will be no additional charge of any kind to either the Settlement Class Members or request for
4 additional consideration from Defendant for such work unless, in the event of a material breach
5 of this Agreement by Defendant, Plaintiff is required to move the Court for enforcement of this
6 Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
7 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
8 be a part of the Net Settlement Amount.

9 **13. INCENTIVE AWARD TO PLAINTIFF**

10 Plaintiff shall seek, and Defendant shall not oppose, an Incentive Award in an amount not
11 to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his participation
12 in and assistance with the Action. Any Incentive Award awarded to Plaintiff shall be paid from
13 the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves
14 an Incentive Award to Plaintiff in less than the amount sought herein, then the unapproved
15 portion(s) shall be a part of the Net Settlement Amount.

16 **14. TAXATION AND ALLOCATION**

17 A. Each Participating Individual Settlement Share shall be allocated as follows:
18 20% as wages (to be reported on an IRS Form W2); and 80% to penalties, interest and
19 reimbursement of expenses (to be reported on an IRS Form 1099). The Individual PAGA
20 Payments to the Aggrieved Employees shall be allocated entirely as penalties (to be reported
21 on an IRS Form 1099). The Parties agree that the employee's share of taxes and withholdings
22 with respect to the wage-portion of the Participating Individual Settlement Share will be
23 withheld from the Participating Individual Settlement Share in order to yield the Individual
24 Settlement Payment. The amount of federal income tax withholding will be based upon a flat
25 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-
26 1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to
27 applicable state and/or local withholding codes or regulations.

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1 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
2 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
3 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
4 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
5 processes set forth in this Section may be modified in a manner to bring Defendant into
6 compliance with any such changes.

7 **C.** All Employer Taxes shall be paid by Defendant separate, apart and above from
8 the Gross Settlement Amount. Defendant shall remain liable to pay the employer’s share of
9 payroll taxes as described above.

10 **D.** Participating Class Members assume full responsibility and liability for any
11 employee taxes owed on their Individual Settlement Payment. Notwithstanding the treatment
12 of the payments to each Participating Class Member, none of the payments called for by this
13 Agreement, including the Wage Portions of the Individual Settlement Payments, are to be
14 treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or
15 retirement plan, nor do any payments under this Agreement extend or alter Class Members’ or
16 Aggrieved Employees’ period of employment for any purpose.

17 **E.** Neither Counsel for Plaintiff nor Defendant intend anything contained in this
18 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
19 be relied upon as such within the meaning of United States Treasury Department Circular 230
20 (31 C.F.R. Part 10, as amended) or otherwise.

21 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

22 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$30,000.00) of
23 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent
24 (65%) of the amount allocated toward PAGA (\$19,500.00) will be paid to the LWDA (*i.e.*, the
25 LWDA Payment), and thirty-five percent (35%) of the amount allocated toward PAGA
26 (\$10,500.00) shall be deemed the “PAGA Payment” and distributed to Aggrieved Employees on
27 a *pro rata* basis based upon their respective number of Pay Periods worked for Defendants during
28 the PAGA Period (*i.e.*, the Individual PAGA Payments).

1 **16. COURT APPROVAL**

2 This Agreement is contingent upon an order by the Court granting Final Approval of the
3 Settlement, and that the LWDA does not intervene and/or object to the Settlement. Plaintiff is
4 responsible for providing notice of the settlement and the preliminary approval hearing to the
5 LWDA as required by PAGA. In the event it becomes impossible to secure approval of the
6 Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions
7 in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not
8 approved by the Court or approval is reversed on appeal, it shall have no force or effect and no
9 Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue
10 any appropriate orders when denying approval; and/or (b) there are any terms and conditions in
11 this Settlement Agreement specifically stated to survive the Settlement Agreement being voided
12 or not approved, and which control in such an event.

13 **17. INCREASE IN WORKWEEKS**

14 Based on its records, Defendant estimates that, as of February 10, 2026 (i.e., as of the
15 date the Parties participated in mediation), there are 43,398 Workweeks worked by Class
16 Members during the Class Period. In the event the number of Workweeks worked increases by
17 more than 10%, or 4,340 Workweeks worked (i.e., collectively more than 47,738 Workweeks),
18 then the GFV shall be increased proportionally by the Workweeks worked in the Class Period
19 in excess of 47,738 Workweeks multiplied by the Workweek Value. The Parties agree that the
20 Workweek Value amounts to and the settlement amounts to \$14.06 per Workweek. Thus, for
21 example, should there be 50,000 Workweeks worked by Class Members in the Class Period,
22 then the GFV shall be increased by \$31,803.72. ((50,000 Workweeks – 47,738 Workweeks) x
23 \$14.06 per Workweek).

24 In the alternative, Defendant may elect to end the Class Period and PAGA Period on an
25 earlier date at the Defendant's discretion in order to limit the Workweeks to no more than 110%
26 of Defendant's estimated Workweeks, i.e., no more than 47,738 Workweeks ("Alternate End
27 Date"). Defendant and Defense Counsel shall cooperate with Class Counsel in timely providing
28 information prior to the Preliminary Approval hearing regarding whether the escalator clause

has been triggered and, if applicable, whether Defendant is electing to shorten the Class Period and PAGA Period pursuant to this paragraph.

**18. VOIDING OF SETTLEMENT AND RETURN OF GROSS SETTLEMENT
AMOUNT AND EMPLOYERS' TAXES**

If more than 10% of Class Members validly opt out of the class (*i.e.*, timely submit a valid opt out), Defendant will have the right, but not the obligation, to void the Settlement, but will still have to pay the Settlement Administration Costs incurred as of the date that Defendant exercises the right to void the Class Settlement. Defendant shall notify Class Counsel and the Court whether they are exercising this right to void the Settlement not later than five (5) days after the Settlement Administrator notifies the Parties of the number of valid opt outs it has received. The Parties and their counsel agree that they will not take any action inconsistent with this Settlement, including, without limitation, soliciting or encouraging Class Members to opt out of the Settlement.

19. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for at least four (4) years after the Judgment becomes final.

20. MISCELLANEOUS PROVISIONS

**A. No Admission of Liability, Class Certification 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 Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant

1 reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move
2 for class certification on any grounds available and to contest Defendant's defenses. The
3 Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing
4 on, and will not be admissible in connection with, any litigation (except for proceedings to
5 enforce or effectuate the Settlement and this Agreement).

6 **B. Attorney Authorization.**

7 Class Counsel and Defense Counsel separately warrant and represent that they are
8 authorized by Class Representative and Defendant, respectively, to take all appropriate action
9 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
10 terms, and to execute any other documents reasonably required to effectuate the terms of this
11 Agreement, including any amendments to this Agreement.

12 **C. No Prior Assignments.**

13 The Parties separately represent and warrant that they have not directly or indirectly
14 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
15 or entity and portion of any liability, claim, demand, action, cause of action, or right released
16 and discharged by the Party in this Settlement.

17 **D. No Tax Advice.**

18 Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any
19 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such
20 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
21 amended) or otherwise.

22 **E. Modification of Agreement.**

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

26 **F. Agreement Binding on Successors.**

27 This Agreement will be binding upon, and inure to the benefit of, the successors of each
28 of the Parties.

1 **G. Applicable Law.**

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

5 **H. Cooperation in Drafting.**

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

9 **J. Confidentiality**

10 To the extent permitted by law, all agreements made, and orders entered during the
11 Action and in this Agreement relating to the confidentiality of information shall survive the
12 execution of this Agreement.

13 **K. Confidentiality Prior to Preliminary Approval**

14 Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the
15 Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose,
16 disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
17 publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to
18 any person, corporation, association, government agency, or other entity except: (1) to the
19 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
20 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
21 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
22 response to an inquiry or subpoena issued by a state or federal government agency.

23 Each Party agrees to immediately notify each other Party of any judicial or agency order,
24 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense
25 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
26 communication, before the filing of the Motion for Preliminary Approval, any with third party
27 regarding this Agreement or the matters giving rise to this Agreement except to respond only
28 that "the matter was resolved," or words to that effect. This paragraph does not restrict Class

1 Counsel's communications with Class Members in accordance with Class Counsel's ethical
2 obligations owed to Class Members.

3 **I. No Solicitation**

4 The Parties separately agree that they and their respective counsel and employees will
5 not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
6 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
7 communicate with Class Members in accordance with Class Counsel's ethical obligations owed
8 to Class Members.

9 **J. Headings.**

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

12 **K. Stay of Litigation.**

13 The Parties agree that upon the execution of this Agreement the litigation shall be stayed,
14 except to effectuate the terms of this Agreement. The Parties further agree that in the event that
15 the Court does not grant final approval of the Settlement, this Agreement shall constitute a
16 stipulation pursuant to CCP section 583.330 extending the date to bring a case to trial under
17 CCP section 583.310 for the entire period of the settlement process.

18 **L. Use and Return of Class Data**

19 Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies
20 and summaries of the Class Data provided to Class Counsel by Defendant in connection with
21 the mediation, other settlement negotiations, or in connection with the Settlement, may be used
22 only with respect to this Settlement, and no other purpose, and may not be used in any way that
23 violates this Agreement, this Section, any existing contractual agreement, statute, or rule of
24 court.

25 **M. Interpretation of the Agreement.**

26 This Agreement constitutes the entire agreement between Plaintiff and Defendant with
27 respect to settlement of Los Angeles Superior Court Case No. 25STCV04340. Except as
28 expressly provided herein, this Agreement has not been executed in reliance upon any other

1 written or oral representations or terms, and no such extrinsic oral or written representations or
2 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree
3 that this Agreement is to be construed according to its terms and may not be varied or contradicted
4 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
5 of California, both in its procedural and substantive aspects, without regard to its conflict of law
6 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof,
7 will be resolved solely and exclusively in the Superior Court of the State of California for the
8 County of Los Angeles, and Plaintiff and Defendant hereby consent to the personal jurisdiction
9 of the Court in the Action over it solely in connection therewith. Plaintiff, on Plaintiff's own
10 behalf and on behalf of the Settlement Class, and Defendant participated in the negotiation and
11 drafting of this Agreement and had available to them the advice and assistance of independent
12 counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement
13 should be construed against the other. The Agreement may be modified only by a writing signed
14 by the Parties or their successors in interest and approved by the Court.

15 **N. Further Cooperation.**

16 Plaintiff, Defendant, and their respective attorneys shall proceed diligently to prepare and
17 execute all documents, to seek the necessary approvals from the Court, and to do all things
18 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
19 agree that they will not take any action inconsistent with this Agreement, including, without
20 limitation, soliciting or encouraging Class Members to opt out of the Settlement. In the event the
21 Court finds that any Party has taken actions inconsistent with the Settlement, including, without
22 limitation, soliciting or encouraging Class Members to opt out of the Settlement, the Court may
23 take any corrective actions, including enjoining any Party from communicating regarding the
24 Settlement on an *ex parte* basis, issuing (a) corrective notice(s), awarding monetary, issue,
25 evidentiary and/or terminating sanctions against that Party, and/or enforcing this Agreement
26 despite the presence of opt-outs and/or objections.

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1 **O. Counterparts.**

2 The Agreement may be executed in one or more actual or non-original counterparts, all
3 of which will be considered one and the same instrument and all of which will be considered
4 duplicate originals.

5 **P. Authority.**

6 Each individual signing below warrants that he or she has the authority to execute this
7 Agreement on behalf of the party for whom or which that individual signs.

8 **Q. No Third-Party Beneficiaries.**

9 Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and
10 Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

11 **R. Deadlines Falling on Weekends or Holidays.**

12 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
13 legal holiday, that deadline shall be continued until the following business day.

14 **S. Notice.**

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

18 To Plaintiff:
19 J. GILL LAW GROUP, P.C.
20 Jasmin K. Gill, Esq. (SBN 315090)
21 jasmin@jkgilllaw.com
22 Ashlie E. Fox, Esq. (SBN 294407)
23 ashlie@jkgilllaw.com
24 515 South Flower Street, Suite 1800
25 Los Angeles, California 90071
26 Tel: (213) 459-6023; Fax: (310) 728-2137

27 To Defendant:
28 Alfred Landegger, Esq.
29 Joseph P. Sklar, Esq.
30 LANDEGGER VERANO, ALC
31 15760 Ventura Boulevard, Suite 1200
32 Encino, California 91436
33 alfred@landeggeresq.com
34 joseph@landeggeresq.com

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2 **AGREED AS TO FORM ONLY:**

3
4 Dated: August 20, 2026



Jasmin K. Gill
Ashlie E. Fox
J. Gill Law Group, P.C.
Counsel for Plaintiff MARCUS BLOW

5
6
7
8
9 Dated: _____, 2026

Alfred J. Landegger
Joseph P. Sklar
Landegger & Verano, ALC
Counsel for Defendant WCAY, INC.

S. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

T. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

IT IS SO AGREED:

Dated: _____, 2026

MARCUS BLOW
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: 8/19/2026, 2026

Signed by:


WCAY, Inc.
By: Larry Phillips II
Its: Vice President

AGREED AS TO FORM ONLY:

Dated: _____, 2026

Jasmin K. Gill
Ashlie E. Fox
J. Gill Law Group, P.C.
Counsel for Plaintiff MARCUS BLOW

Dated: 8/19/26, 2026



Alfred J. Landegger
Joseph P. Sklar
Landegger & Verano, ALC
Counsel for Defendant WCAY, INC.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Marcus Blow v WCAY, Inc., et al.
(County of Los Angeles, California Superior Court Case No. 25STCV04340)

As a current or former non-exempt employee for WCAY, Inc. in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action and PAGA Action Settlement because the records of WCAY, Inc. (“Defendant”) shows you are a “Class Member” and/or an “Aggrieved Employee,” and therefore entitled to a payment from this class action and PAGA action settlement. Class Members are all current or former non-exempt employees of Defendant during the period of February 18, 2021, through [May 10, 2026, or the Alternate End Date as defined in Paragraph 17 of the Settlement should Defendant make that election] (“Class Period”) in the State of California. Aggrieved Employees are all non-exempt employees of Defendant who worked during the period of February 18, 2024, through the end date of the Class Period (“PAGA Period”) in the State of California.

- The settlement resolves class action and PAGA lawsuits, *Marcus Blow v WCAY, Inc., et al.* (the “Lawsuit”), which allege Defendant: (1) failed to pay overtime wages, (2) failed to pay minimum wages, (3) failed to provide meal periods, (4) failed to provide rest periods, (5) failed to pay all wages upon termination, (6) failed to provide accurate wage statements, (7) violated Labor Code § 2802; (8) failed to timely pay wages during employment, and (9) unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for violation of a number of Labor Code statutes, discussed further below, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
- Defendant vigorously denies the claims in the Lawsuits and contends that it fully complied with all applicable laws.
- The parties have agreed to settle this matter to avoid uncertainty, inconvenience, disruption to business, and the expense of protracted litigation.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action and PAGA action settlement and ordered that all Class Members be notified of the settlement. The Court has not made any determination of the validity of the claims in the Lawsuits.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked during the PAGA Period as a non-exempt, hourly-paid employee of Defendant as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out of the class action settlement, you may write to the settlement administrator, ILYM Group, Inc. (“Settlement Administrator”), about why you object to the settlement and they will forward your concerns to counsel, who will then provide your objection to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. Regardless of whether you submit a written objection, you or your attorney may also address the Court during the final approval hearing scheduled for [DATE AND TIME] in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012.

The final fairness and approval hearing on the adequacy, reasonableness, and fairness of the settlement will be held at .m. on , in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Dept. 15, Los Angeles, California 90012. You are not required to attend the hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as a non-exempt employee during the period of February 18, 2021, through [May 10, 2026, or the Alternate End Date as defined in Paragraph 17 of the Settlement should Defendant make that election]. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a Settlement Administrator appointed by the Court, will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Marcus Blow was a non-exempt employee for Defendant in California. He is the “Plaintiff” in this case and is suing on behalf of himself, Class Members, and Aggrieved Employees for Defendant’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage statements, violation of Labor Code § 2802; failure to timely pay wages during employment, and unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover penalties under the California Labor Code Private Attorney Generals Act pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the final fairness and approval hearing.

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members and Aggrieved Employees for the gross settlement amount of \$610,000.00 (“Gross Settlement Amount”), unless the Gross Settlement Amount is escalated pursuant to the settlement agreement (“Agreement”). The Gross Settlement Amount includes: (1) administration fees and costs of up to \$7,750.00; (2) a service payment of up to \$7,500.00 to Plaintiff Marcus Blow for his time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to 35% in attorneys’ fees which, unless the Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$213,500.00 in attorneys’ fees (pursuant to the Settlement Agreement, if the Gross Settlement Amount is increased due to an increase in the number of Workweeks worked by the aggregate settlement class, the attorneys’ fees requested will also increase because it is a percentage of the Gross Settlement Amount); (4) actual litigation costs up to \$30,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$30,000.00, \$19,500.00 of which will be payable to the Labor and Workforce Development Agency (“LWDA”) and \$10,500.00 of which will be payable to Aggrieved Employees. After deducting these sums, a total of approximately **\$321,250.00** will be available for distribution to Class Members (“Net Settlement Amount”). An additional \$10,500.00 will be payable to and divided among Aggrieved Employees on a *pro rata* pay period basis. In addition to the Gross Settlement Amount, Defendant will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. Per the terms of the Settlement, Defendant shall have paid the full sum of the Gross Settlement Amount no later than seven (7) calendar days after the Court finally approves the settlement.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of workweeks worked by Class Members for Defendant during the Class Period (“Class Member’s Workweeks”). Specifically, to determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount. In addition, Aggrieved Employees who worked during the PAGA Period will receive a *pro rata* share of the \$10,500 allocated as PAGA penalties, whether or not they opt out of the class action settlement, based on the number of pay periods worked by the Aggrieved Employee for Defendant during the PAGA Period. The Settlement Administrator will determine the total number of combined pay periods worked by each Aggrieved Employee for Defendant during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Pay Periods”). To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$10,500.00).

Defendant’s records indicate that you worked **[Eligible Workweeks]** Workweeks as a non-exempt employee in California during the Class Period and **[Eligible Pay Periods]** Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be **[\$Estimated Award]** and your estimated payment for PAGA civil penalties as an Aggrieved Employee would be **[\$Estimated Award]**. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than **[RESPONSE DEADLINE]**. Please include any documentation you have that you contend supports your dispute. This is an estimate and is subject to change.

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Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099; 20% of each Class Member's settlement payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your settlement share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your settlement check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The settlement checks will be able to be cashed for 180 days after they are issued. Within 7 days after expiration of the 180-day period, the settlement checks will no longer be able to be cashed. Any funds represented by settlement checks remaining uncashed for more than 180 days after issuance shall be considered unpaid, unclaimed or abandoned funds and shall be transmitted to the State Controller Unclaimed Property Division in the name of the Participating Class Member or Aggrieved Employee to whom the check had been issued.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant, as well its parent companies, subsidiaries, related companies, affiliates, dbas, shareholders, and any past, present or future officers, directors and employees, predecessors, successors, and assigns (the "Released Parties") of all Released Claims (defined below) he or she may have or had upon final approval of this settlement, entry of judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and employer taxes pursuant to the Agreement.

"Class Released Claims" means of all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff against Defendant in the Action, or that could have been brought by Plaintiff against Defendant in the Action, or that reasonably could have been brought by Plaintiff in the Action based on the facts pled in the Operative Complaint, except for any claim(s) for civil penalties under PAGA.

"PAGA Released Claims", which applies to all Aggrieved Employees, means, claims for civil penalties under PAGA brought in the Action against Defendant, or that reasonably could have been brought by Plaintiff in the Action based on the PAGA Notice filed with the LWDA on February 18, 2025, by Plaintiff which arose during the PAGA Period.

The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims."

The Released Claims above expressly exclude all other claims, including claims for vested benefits, all claims that may be brought, have been brought, or could have been brought for wrongful termination, discrimination, retaliation, harassment, failure to prevent harassment, discrimination, or retaliation, or otherwise arising under the Fair Employment and Housing Act ("FEHA"), the California Family Rights Act and/or any other applicable state or federal laws and claims and benefits, or rights to seek benefits, for unemployment insurance, disability, social security, and workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

including Plaintiff, arising during the Class Period and the PAGA Released Claims of Aggrieved Employees, including Plaintiff (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Member settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the settlement, and you desire to be excluded from the settlement. The written request for exclusion must include your name, your Social Security Number, your signature, and the following statement or something to its effect: “Please exclude me from the Settlement Class in the *Marcus Blow v WCAY, INC., et al.* matter” or any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an Individual PAGA Payment for the PAGA Released Claims and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Released Claims.

ILYM Group, Inc.
2832 Walnut Ave. Suite C
Tustin, CA 92780
PO BOX: PO Box 2031, Tustin, CA 92781

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than [RESPONSE DEADLINE]. If you exclude yourself from the settlement then you will get no payment as a Class Member, and retain your legal rights to pursue claims, other than the PAGA Released Claims, that would otherwise be released by the settlement of the Lawsuits.

Option 3 – Submit an Objection to the Settlement

If you do not exclude yourself from the settlement and wish to object to the settlement, you may submit an objection in writing stating why you object to the settlement. Your objection must provide your full name, your address, the last 4 digits of your social security number, your signature, a statement of whether you plan to appear at the final fairness and approval hearing, and your reasons for why you think the Court should not approve the settlement, along with any legal authority, if any, you assert supports your objection. The Court will consider oral objections at the Final Approval hearing even if no written objections have been submitted. You may orally object in person or through counsel at the Final Approval hearing, even if you did not submit written objection. Your written objection must be mailed to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Class Member settlement payment.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [] at [] .m. in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Dept. 15, Los Angeles, California 90012, and discuss your objections with the Court and the parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Change of Address

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your settlement payment or future correspondence concerning this Lawsuit to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For a more detailed statement of the matters involved in this case and the settlement, you may visit <https://www.ilymgroup.com>, call the Settlement Administrator at (888)250-6810 or Class Counsel, who may be reached as follows:

J. GILL LAW GROUP, P.C.

Jasmin K. Gill (jasmin@jkgilllaw.com)

Ashlie E. Fox (ashlie@jkgilllaw.com)

515 South Flower Street, Suite 1800

Los Angeles, CA 90071

Telephone: (213) 459-6023 (*habla Español*)

Facsimile: (310) 728-2137

You may also visit the Settlement Administrator's website at <https://www.ilymgroup.com> to gain access to key documents in this case, including the Operative Complaints, the Settlement Agreement, Class Notice, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages>.

All inquiries by Class Members regarding this Notice of Class Action and PAGA Action Settlement and/or the settlement should be directed to the Settlement Administrator.

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

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]