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FILED
Superior Court of California
County of Los Angeles
10/05/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Corleto Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDGAR CHAY, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

AYLAZ, INC., a California corporation; QUADRUPLE KELLY, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV15672
(Consolidated with Case No.: 23VECV04113)

Assigned for all purposes to:
Hon. Elaine Lu
Dept. 9

REVISED [~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FINAL APPROVAL HEARING
Date: June 25, 2026
Time: 8:30 a.m.
Dept: 9

Complaint filed: July 6, 2023
Trial date: Not set

This matter came on for hearing on June 25, 2026 at 8:30 a.m., in Department 9 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement pursuant to California Rules of Court, Rule 3.769. On December 10, 2025, this Court issued an Order granting Plaintiff's motion for preliminary approval of class action and PAGA Settlement. Plaintiff Edgar Chay ("Plaintiff") now seeks an order granting final approval of the First Amended Class Action and PAGA Settlement Agreement ("Settlement"), a copy of which is attached to the Declaration of Arman A. Salehi in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on December 10, 2025, and the instant Motion for Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Pursuant to the Order granting Plaintiff's motion for preliminary approval of class action and PAGA settlement, the Class Notice was sent to each Class Member by First Class mail except for Alva Angeles, Javier Becerra, Gio Gonzalez, Maylin Hernandez, Micah Mendez, Rosa Soto and Martin Garcia. These papers informed Class Members of the terms of the Settlement, their right to receive an Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class Member has objected to the proposed Settlement, and no Class Member has requested exclusion. No objectors appeared at the duly noticed hearing on the Parties' Motion for Final Approval.

2. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

3. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

joinder of all members is impracticable; (b) there are questions of law or fact common to the class and a well-defined community of interest among members of the Class with respect to the subject matter of the action; (c) the claims of Class Representative Edgar Chay are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified to serve as Class Counsel.

4. The Court has certified a Class for settlement purposes only, defined as all persons employed by Defendant in California and classified as an hourly paid, non-exempt employee during the Class Period (from June 1, 2021 to March 31, 2024). The Court deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

5. The Court hereby confirms that the following individuals are to be excluded from the Class, Alva Angeles, Javier Becerra, Gio Gonzalez, Maylin Hernandez, Micah Mendez, Rosa Soto, and Martin Garcia.

6. The Court hereby confirms Arrash T. Fattahi, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel.

7. The Court hereby confirms Plaintiff as the Class Representative.

8. The Court finds and determines that the terms of the Settlement are fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's length negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate investigation, research, and discovery, and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

9. The Court hereby approves that defendant Aylaz Inc. ("Defendant") shall pay a total of $167,000.00 to resolve this litigation.

10. The Court finds and determines that the Individual Settlement Payments to be paid to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts to be made to the Settlement Class Members in accordance with the Settlement.

11. From the Settlement Amount, the Court finds and determines that payment of $10,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and Workforce Development Agency will receive 75% ($7,500.00), and the remaining 25% ($2,500.00) will be distributed to Aggrieved Employees (defined as a person employed by Defendant in California and classified as an hourly paid, non-exempt employee who worked for Defendant during the PAGA Period [July 14, 2022 to March 31, 2024]). The Court hereby grants final approval to and orders the payment of the amount in accordance with the Settlement.

12. From the Settlement, the Court finds and determines that Participating Class Members and Aggrieved Employees have released the following against Defendant:

(a) All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the court of the Action including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, et seq. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

(b) All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and signs, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the court of the Action, including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) failure to indemnify employees for expenditures.

13. From the Settlement Amount, the Court finds and determines the Class Representative Service Payment of $7,500.00 to the named Plaintiff is fair and reasonable. The Court hereby grants final approval to and orders the payment of that amount to be paid to the named Plaintiff for his service as a class representative and for his agreement to release claims.

14. From the Settlement Amount, the Court finds and determines that the fees and expenses in administering the Settlement incurred by ILYM Group, Inc. ("ILYM") in the amount of $6,850.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment of that amount in accordance with the Settlement.

15. From the Settlement Amount, the Court hereby awards Class Counsel attorneys' fees in the amount of $55,666.67 and litigation costs in the amount of $21,539.90. The Court hereby grants final approval to and orders the payment of those amounts in accordance with the Settlement.

16. Without affecting the finality of this Order or the entry of judgment in any way, this Court retains continuing jurisdiction of all matters relating to the implementation, interpretation, administration, effectuation and enforcement of this order and the Settlement.

17. Defendant shall not have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

18. Neither the making of this Settlement nor the entry into the Settlement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of

any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken to carry out the terms of the Settlement be construed as an admission or concession by or against Defendant.

19. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court, which shall be filed with the Court seven (7) days before the non-appearance compliance hearing set for **June 25, 2027 at 10:00 a.m.**

20. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order granting Plaintiff's motion for preliminary approval of class action and PAGA Settlement, and this Order.

21. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

IT IS SO ORDERED.

Dated: 10/05/2026

Honorable Elaine Lu
Los Angeles County Superior Court Judge