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17 *Attorneys for Defendant, Aylaz, Inc.*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF LOS ANGELES**

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

22 *Plaintiff,*

23 v.

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

28 *Defendants.*

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

Assigned for All Purposes to:
Hon. Elaine Lu
Dept. 9

**AMENDMENT TO FIRST AMENDED
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: July 6, 2023
Trial Date: Not Set

1 **AMENDMENT TO FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT**

2 **AGREEMENT**

3 This Amendment (the “Amendment”) to First Amended Class Action and PAGA
4 Settlement Agreement (the “Agreement”) is made by and between Plaintiff Edgar Chay
5 (“Plaintiff”) and Defendant Aylaz, Inc. (“Defendant”). The Agreement and this Amendment
6 thereto refer to Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

7 **RECITALS**

8 A. WHEREAS, in November 2025, the Parties entered into the Agreement.

9 B. WHEREAS, Paragraph 12.10 of the Agreement states:

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

12 C. WHEREAS, Paragraph 12.6 of the Agreement states:

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

17 D. WHEREAS, the Parties now wish to amend the Agreement to alter the language of
18 Sections 4.3.3. and 5.2 of the Agreement.

19 NOW THEREFORE, based on the foregoing Recitals, the Parties, by and through
20 their respective undersigned attorneys of record, agree that the following provisions of the
21 Agreement are hereby amended in the manner indicated as follows:

22 **AMENDMENT TO THE AGREEMENT**

23 1. Section 4.3.3. of the Agreement is amended and replaced to read as follows:

24 4.3.3. For any Class Member whose Individual Class Payment check or Individual
25 PAGA Payment check is uncashed and cancelled after the void date, the
26 Administrator shall transmit the funds to Legal Aid at Work. The Parties have
27 selected Legal Aid at Work as the *cy pres* recipient. If the Court does not approve
28 the *cy pres* designee, the Parties shall select a new *cy pres* designee, with approval
by the Court. For the 22 Class Members whose packets have been deemed
undeliverable, their Individual Class Payment check or Individual PAGA Payment
check, if still uncashed and cancelled after the void date, will have their represented

1 funds by such check transmitted by the Administrator to the California Controller's
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no
3 "unpaid residue" subject to the requirements of Code of Civil Procedure section 384,
4 subdivision (b).

5 2. Section 5.2. of the Agreement is amended and replaced to read as follows:

6 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
7 All Participating Class Members, on behalf of themselves and their respective former
8 and present representatives, agents, attorneys, heirs, administrators, successors, and
9 assigns, release Released Parties from all claims that were alleged, or reasonably
10 could have been alleged, based on the Class Period facts stated in the Operative
11 Complaint and ascertained in the course of the Action including any and all claims
12 for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime
13 wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
14 periods; (5) failure to timely pay final wages at termination; (6) failure to provide
15 accurate itemized wage statements; (7) failure to indemnify employees for
16 expenditures; and (8) violation of California's Unfair Competition Law, California
17 Business and Professions Code §§ 17200, *et seq.* Except as set forth in Section 5.3
18 of this Agreement, Participating Class Members do not release any other claims,
19 including claims for vested benefits, wrongful termination, violation of the Fair
20 Employment and Housing Act, unemployment insurance, disability, social security,
21 workers' compensation, or claims based on facts occurring outside the Class Period.
22 This Section does not apply to the following seven (7) Class Members: Alva Angeles,
23 Javier Becerra, Gio Gonzalez, Maylin Hernandez, Micah Mendez, Rosa Soto and
24 Martin Garcia, who are excluded from this Agreement.

25 By the Parties:

26 DATED: _____

Plaintiff Edgar Chay

27 DATED: 06/05/2026
28 _____

Defendant Aylaz, Inc.

By: _____ 

Position: _____

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1 Reviewed as to form only by counsel:

2 DATED: 06/05/2026

WILSHIRE LAW FIRM, PLC

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BY: 

Arrash T. Fattahi

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Arman A. Salehi

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Lisa B. Iturriaga

Counsel for Plaintiff Edgar Chay

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DATED: 6/5/2026

FREELAND LAW APC

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BY: 

Michael Freeland

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Counsel for Defendant Aylaz, Inc.

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funds by such check transmitted by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

2. Section 5.2. of the Agreement is amended and replaced to read as follows:

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
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 course 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 this 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. This Section does not apply to the following seven (7) Class Members: Alva Angeles, Javier Becerra, Gio Gonzalez, Maylin Hernandez, Micah Mendez, Rosa Soto and Martin Garcia, who are excluded from this Agreement.

By the Parties:

DATED: 6/8/2026

DocuSigned by:

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Plaintiff Edgar Chay

DATED: _____

Defendant Aylaz, Inc.

By: _____

Position: _____

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