

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: James S. Winn Jr. FIRM NAME: Blackstone Law, APC STREET ADDRESS: 8383 Wilshire Blvd, Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: jwinn@blackstonepc.com ATTORNEY FOR (name): Plaintiff TERRANCE FLETCHER SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: 312 North Spring Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Spring Street Courthouse	STATE BAR NUMBER: 349690 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6356 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: TERRANCE FLETCHER and MELLISSA MARIE DELGADO DEFENDANT/RESPONDENT: LAKIN TIRE WEST, LLC, et al.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 24STCV14080

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): July 28, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Date: July 29, 2026

James S. Winn Jr.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
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12 Attorneys for Plaintiff MELLISSA MARIE DELGADO,
13 on behalf of herself and others similarly situated

14 [Additional counsel listed on next page]

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 MELLISSA MARIE DELGADO and
18 TERRANCE FLETCHER, on behalf of
19 themselves and others similarly situated,

20 Plaintiffs,

21 vs.

22 LAKIN TIRE WEST, LLC; LAKIN TIRE
23 WEST, INC.; ELS OF FLORIDA, INC.
24 (DBA LABOR FINDERS); LF STAFFING
25 SERVICES, INC. (DBA LABOR FINDERS);
26 and DOES 1 through 100, inclusive,

27 Defendants.

Case No.: 24STCV14080

Honorable Samantha P. Jessner
Department 7

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 28, 2026
Time: 10:00 a.m.
Dept.: 7

Complaint Filed: June 6, 2024
FAC Filed: December 29, 2025
Trial Date: Not Set

1 Karen I. Gold (State Bar No. 258360)
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BLACKSTONE LAW, APC
6 8383 Wilshire Boulevard, Suite 745
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7 Tel: (310) 622-4278 / Fax: (855) 786-6356
8

9 Attorneys for Plaintiff TERRANCE FLETCHER,
individually, and on behalf of others similarly situated
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1 **[PROPOSED] ORDER**

2 On July 28, 2026 at 10:00 a.m. in Department 7 of the above-captioned Court located at Spring
3 Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Mellissa Marie
4 Delgado and Terrance Fletcher's (together, "Plaintiffs") Motion for Preliminary Approval of Class
5 Action and PAGA Settlement, came on for hearing before the Honorable Samantha P. Jessner.
6 Blackstone Law, APC and Lavi & Ebrahimian, LLP appeared on behalf of Plaintiffs and Ogletree,
7 Deakins, Nash, Smoak & Stewart, P.C. and Gordon Rees Scully Mansukhani appeared on behalf of
8 Defendants Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders);
9 and LF Staffing Services, Inc. (dba Labor Finders) (collectively, "Defendants").

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary
12 Approval of Class Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
15 ("Settlement" or "Settlement Agreement") attached as Exhibit 5 to the Declaration of James S. Winn
16 Jr. in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
17 This is based on the Court's determination that the Settlement falls within the range of possible
18 approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
20 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
21 Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
23 reasonable. It appears to the Court that extensive investigation and research have been conducted such
24 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
25 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
26 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
27 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
28 non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the Class
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
3 Payments, LWDA PAGA Payment, Administration Expenses Payment, and payments to the Class
4 Members and PAGA Members provided for in the Settlement Agreement, appear to be within the
5 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
6 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
7 and preliminarily finds that the monetary settlement awards made available to the Class Members and
8 PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of
9 further litigation relating to certification, liability, and damages issues and are consistent with the
10 requirements of California Labor Code § 2699(e)(1).

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
13 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
14 (b) common questions of law and fact predominate, and there is a well-defined community of interest
15 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'
16 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
17 protect the interests of the members of the Class; (e) a class action is superior to other available
18 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as
19 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class Members,
21 defined as follows:

22 All current and former hourly, non-exempt employees who worked as direct
23 employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in
24 California at any time during the Class Settlement Period, as well as temporary
25 employees employed through temporary employment agencies who were placed to
26 work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in
California at any time during the Class Settlement Period, including all current and
former employees who were placed with Defendants Lakin Tire West, LLC and/or
Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and LF Staffing
Services, Inc. (dba Labor Finders).

27 (The Class Settlement Period is defined as the period from June 6, 2020 through
28 August 23, 2025.)
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1 7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Marissa A.
2 Mayhood, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC and Joseph Lavi, Vincent
3 C. Granberry, and Malcolm E. Clayton of Lavi & Ebrahimian LLP as counsel for the Class (together,
4 “Class Counsel”).

5 8. The Court provisionally appoints Plaintiffs Mellissa Marie Delgado and Terrance
6 Fletcher as the representatives of the Class (“Class Representatives”).

7 9. The Court provisionally appoints Apex Class Action LLC to handle the administration
8 of the Settlement (“Administrator”).

9 10. Within twenty-one (21) calendar days after the Court grants preliminary approval,
10 Defendants will provide the Administrator with the following information about each Class Member
11 and PAGA Member: full name, last-known mailing address, Social Security number, and the number
12 of Workweeks in the Class Settlement Period and the number of PAGA Pay Periods in the PAGA
13 Settlement Period (collectively referred to as the “Class Data”) in conformity with the Settlement
14 Agreement.

15 11. The Court approves, both as to form and content, the Notice of Proposed Class and
16 PAGA Action Settlement (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be
17 provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that
18 the Class Notice appears to fully and accurately inform the Class Members of all material elements of
19 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
20 Request for Exclusion, of Class Members’ right to challenge the Workweeks and/or PAGA Pay
21 Periods credited to each of them by submitting a written dispute, and of each Participating Class
22 Member’s right and opportunity to object to the Class Settlement by submitting a written objection to
23 the Administrator. The Court further finds that distribution of the Class Notice substantially in the
24 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth
25 in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
26 due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to
27 mail the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within
28 fourteen (14) days of receipt of the Class Data, pursuant to the terms set forth in the Settlement

1 Agreement.

2 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
3 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
4 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
5 with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the
6 date that is forty-five (45) days from the initial mailing of the Class Notice by the Administrator to
7 Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response
8 Deadline shall be extended fourteen (14) days from the original Response Deadline. Any such person
9 who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be
10 entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or
11 have any right to object, appeal, or comment thereon. Nevertheless, all PAGA Members will be bound
12 by the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they
13 submit a Request for Exclusion. Class Members who do not submit a valid and timely Request for
14 Exclusion (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any
15 final judgment based thereon.

16 13. A Final Approval Hearing shall be held before this Court on **December 16, 2026**, at
17 **10:00 a.m.** in Department 7 of the Los Angeles County Superior Court, located at Spring Street
18 Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary
19 matters concerning the Settlement, including: whether the proposed settlement of the action on the
20 terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
21 finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
22 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
23 and reasonable to the Class Members and PAGA Members; and determine whether to approve the
24 requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
25 Representative Service Payments, Administration Expenses Payment, and allocation for the PAGA
26 Penalties.

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1 14. Class Counsel shall file a motion for final approval of the Settlement and for the Class
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
3 Payments, and Administration Expenses Payment, along with the appropriate declarations and
4 supporting evidence, including the Administrator's declaration, by
5 _____, to be heard at the Final Approval Hearing.

6 15. To object to the Class Settlement, a Participating Class Member must submit their
7 objection to the Administrator on or before the Response Deadline. The objection must be signed and
8 must contain the information that is required, as set forth in the Class Notice, including and not limited
9 to the grounds for the objection. Participating Class Members, individually or through counsel, may
10 also present their objection orally at the Final Approval Hearing, regardless of whether they have
11 submitted a written objection.

12 16. In the event the Settlement does not become effective in accordance with the terms of
13 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
14 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
15 the parties shall revert back to their respective positions as of before entering into the Settlement
16 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
17 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

18 17. The Court reserves the right to adjourn or continue the date of the Final Approval
19 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
20 Members and retains jurisdiction to consider all further applications arising out of or connected with
21 the Settlement.

22 **IT IS SO ORDERED.**

23 Dated: 07/28/2026



A handwritten signature in black ink, appearing to read "S. Jessner".

Samantha Jessner / Judge

Honorable Samantha P. Jessner
Judge of the Superior Court

EXHIBIT 1

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT**

Mellissa Marie Delgado; Terrance Fletcher v. Lakin Tire West, LLC, et al.

Case No. 24STCV14080

County of Los Angeles – Central District

Consolidated Amended Complaint

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by this settlement. Please read this notice carefully.

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

To: **Class Members**: All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from June 6, 2020 through August 23, 2025, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).

PAGA Members: All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from October 30, 2022 through August 23, 2025, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).

A putative class action and representative action under the California Private Attorneys General Act of 2004 (“PAGA”), which was brought on behalf of the Class and PAGA Members (defined above) against Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders); and LF Staffing Services, Inc. (dba Labor Finders) (collectively, “Defendants”) has been settled for \$1,500,000. As explained in this Notice, if the Court approves this Class and PAGA Settlement then you may receive payments under this Settlement.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Class and PAGA settlement, you do not need to do anything . If you do nothing, you will be mailed a settlement payment and you will release certain claims. Please keep your address current with the Administrator to ensure receipt of your check.

EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND NOT RECEIVE A CLASS SETTLEMENT CHECK	If you ask to be excluded from the Class portion of the settlement and money is later awarded to the Class, then you will not receive any share from the class settlement money. But if you exclude yourself, you keep any rights as an individual to sue Defendants separately about the same legal claims that are being settled here. You may exclude yourself from the Class settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [DATE – 45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement money and be bound by the release of PAGA claims.
OBJECT	You may object to the Settlement if you think the Settlement is not fair by sending your written objection to the Administrator, postmarked by [DATE – 45 calendar days from date of mailing], and, if you wish, appearing at the Final Approval Hearing. Only Class Members who do not opt out may object. If you submit a Request for Exclusion from the Settlement, you cannot also object to it.

- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**
- **Defendants support the settlement and will not retaliate in any manner against any Class Member for any reason, including whether they decide to remain in the Class and receive a settlement payment, or choose another option provided in this Notice.**

ADDITIONAL INFORMATION

1. Why am I getting this Notice?

You are receiving this Notice because records show you worked in an hourly, non-exempt position for Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California (including if you were placed by a third-party staffing agency, including ELS of Florida Inc. (dba Labor Finders), LF Staffing Services, Inc. (dba Labor Finders)) during the applicable period(s). This Notice explains your rights and options under a proposed settlement of a class action and PAGA lawsuit about wage-and-hour claims. The Court has not decided who is right.

2. What is the Lawsuit about?

The lawsuit and PAGA notices allege wage-and-hour violations, including alleged failures to pay minimum and overtime wages, provide meal and rest periods, provide accurate itemized wage statements, timely pay all wages during employment and at separation, maintain records, and related unfair competition claims. Defendants deny all allegations and liability. The parties have agreed to settle to avoid the cost and risk of further litigation.

3. What is a class action?

In a class action, a plaintiff (here, Plaintiffs Terrance Fletcher and Mellissa Marie Delgado) sues on behalf of others (the “Class”) who may have similar claims.

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4. Who is included in the Settlement?

- **Class Members:** All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from June 6, 2020 through August 23, 2025 (“Class Settlement Period”), as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including those placed by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).
- **PAGA Members:** All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from October 30, 2022 through August 23, 2025 (“PAGA Settlement Period”), as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including those placed by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).

5. What does the settlement provide?

- Total Settlement Amount: \$1,500,000 (non-reversionary).
- Defendants will also pay the employers’ share of payroll taxes on the wage portion of class payments separately from, and in addition to, the \$1,500,000.
- Deductions to be requested from the Court:
 - Attorneys’ fees up to 35% of the total settlement (\$525,000) plus reimbursement of reasonable litigation costs and expenses not to exceed \$35,000;
 - Service awards of \$10,000 each to Plaintiffs Fletcher and Delgado (total \$20,000);
 - Settlement administration expenses not to exceed \$12,200; and
 - PAGA allocation of \$75,000, of which 75% (\$56,250) will be paid to the California Labor & Workforce Development Agency (LWDA) and 25% (\$18,750) will be distributed to PAGA Members.
- Any Court-approved reduction to fees, costs, administration expenses, or PAGA allocation (to the extent reduced) will increase the amount distributed to Class Members.
- Net Settlement Amount (NSA): The remainder after the Court-approved deductions will be distributed to Participating Class Members based on the number of workweeks they worked during the Class period.
- **How much will I get?**
 - **Class Payments:** Your share will be proportional to the number of workweeks you worked as reflected in Defendants’ records during June 6, 2020–August 23, 2025.
 - **PAGA Payments:** If you are a PAGA Member, you will also receive a separate PAGA payment based on the number of pay periods you worked during October 30, 2022–August 23, 2025.
 - **No claim form is needed.** If you do nothing, you will automatically receive a payment if the settlement is approved.
 - Your individual payment will still be calculated by workweeks as described above.
 - **Verifying your workweeks/pay periods:** You will have until [DATE – 45 days after mailing] (extended by 14 days if the Notice is re-mailed) to dispute the number of workweeks and/or pay periods stated in your Notice by contacting the Administrator and providing supporting information. The Administrator will make the final

determination. Your challenge will not constitute a Request for Exclusion, which would need to be completed separately.

6. How do I get my payment?

If the Court grants final approval and the judgment becomes final, Defendants will fund the settlement within 30 days after the Effective Date, and the Administrator will mail payments within 14 days after funding. Please keep the Administrator updated if you move.

7. What are my options?

1. **Do Nothing and Get Paid:** You will receive your payment and give up certain legal claims as described in Section 8 below.
2. **Ask to be Excluded (Opt Out):** If you do not want to be part of the class settlement, send a signed letter with your name, current mailing address, phone number, the last four digits of your Social Security number, and the case name and number, stating that you want to be excluded from the class settlement, to the Administrator at the address in Section 13 below. Your request must be postmarked by [DATE – 45 days after mailing]. If you opt out, you will not receive a class settlement payment, but you keep your right to sue the Defendants on your own for the class claims. Note: Even if you opt out, if you are a PAGA Member, you will still receive a PAGA payment and release PAGA claims.
3. **Object:** If you do not opt out, you may object to the class settlement terms, attorneys' fees/costs, and/or service awards. To object, send a written statement to the Administrator explaining your reasons, including your name, current mailing address, phone number, last four digits of your Social Security number, and the case name and number, including your grounds for the objection, to the Administrator at the address in Section 13 below. Your objection must be postmarked by [DATE – 45 days after mailing]. You may also appear at the Final Approval Hearing to state your objections. Non-Participating Class Members (those who opt out) may not object.

8. What am I giving up if I Participate?

If you do not opt out, all participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and/or causes of action that were or could have been alleged based on the facts and allegations in the Consolidated Amended Complaint during the Class Settlement Period, including, without limitation, claims based on the failure to pay wages for all hours worked at minimum wage; the failure to pay overtime wages for daily overtime worked; the failure to authorize or permit meal periods; the failure to authorize or permit rest periods; the failure to provide complete and accurate wage statements; the failure to timely pay all earned wages and final paychecks due at time of separation of employment; and unfair business practices, and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, as well as violations of the applicable Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), and the California Business and Professions Code sections 17200 *et seq.*

If you are a PAGA Member, you will also release the Released Parties from all claims for PAGA civil penalties that were or could have been alleged based on the facts and allegations in the LWDA Letters and Consolidated Amended Complaint during the PAGA Settlement Period, including, without limitation, claims based on the failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; the failure to provide meal periods and pay meal period premiums; the failure to authorize and permit rest periods and pay rest period premiums; the failure to timely pay wages during employment; the failure to provide accurate itemized wage statements; the failure to maintain accurate records;

the failure to reimburse necessary expenditures; and the failure to timely pay all wages upon termination of employment; and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), as well as any and all other Labor Code violations as permitted by PAGA based on the allegations.

Released Parties means Defendants and their past, present, and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

9. How will payments be taxed?

- Class Action payments:
 - 20% of your class settlement payment will be treated as wages. Defendants will separately pay the employers' share of payroll taxes on the wage portion.
 - 80% of your class settlement payment will be treated as penalties and/or interest (reported on a 1099 if required).
- PAGA payments are treated as 100% penalties (reported on a 1099 if required).
- You are responsible for any taxes due. Please consult a tax advisor if you have questions.

10. What if my address changes, or I lose my check?

Promptly contact the Administrator to update your address or request a replacement check before the void date on the check.

11. What happens to uncashed checks?

If you do not cash your check within 180 days, the money will be sent to The Justice Gap Fund maintained by The State Bar of California.

12. Who are the lawyers for the class?

Class Counsel:

Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Lavi & Ebrahimian, LLP
8889 West Olympic Blvd., Suite 200
Beverly Hills, California 90211
Tel: (310) 432-0000 / Fax: (310) 432-0001

You may contact Class Counsel with questions or for more information.

13. Where can I get more information?

- Visit the settlement website: [Insert Website Address] for copies of the Notice, settlement agreement, key deadlines, court orders, and other important documents.
- To access the case docket, visit the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>. Once on the webpage, you will be prompted to enter the case number listed above. After entering the case number, click the “Search” button. You will then be directed to the case docket, where all publicly available information related to this case may be reviewed.
- Contact the Administrator: [Insert Name, Address, Phone Number, Email]

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

14. When is the final approval hearing?

The Court will hold a hearing to decide whether to approve the settlement on [DATE], at [TIME], at the Superior Court of California, County of Los Angeles, 312 North Spring Street, in Department 7. The date may change. Please check the settlement website for updates.

You do not have to attend the hearing. If you submitted a timely objection, the Court will consider it. You may attend at your own expense if you wish.

15. How will I know if the settlement is approved?

If the Court approves the settlement and there are no appeals, Defendants will fund the settlement within 30 days after the Effective Date (the date the judgment becomes final), and the Administrator will mail payments within 14 days after funding. Updates will be posted on the settlement website.

16. Summary of Key Deadlines

- Deadline to opt out, object, and/or dispute workweeks/pay periods: [DATE – 45 days after mailing] (extended by 14 days if this Notice is re-mailed to you)
- Final approval hearing: [DATE/TIME]
- Check the settlement website for updates and more information.

This Notice summarizes the proposed settlement. For the full terms, see the settlement agreement at [Insert Website Address], contact Class Counsel, or contact the Administrator as described above. Defendants deny all allegations, the settlement is a compromise of disputed claims, and no part of this settlement constitutes an admission of liability.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Ana Turcios, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On July 28, 2026, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

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State of California, Labor & Workforce Development Agency

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☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 28, 2026 at Beverly Hills, California.

/s/ Ana Turcios

Ana Turcios