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FILED
Superior Court of California
County of Los Angeles

01/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

5 Attorneys for Plaintiff Elman Wong and on behalf of himself and other current and former
6 employees

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**
9 **SPRING STREET COURTHOUSE**

10 ELMAN WONG, as an individual and on behalf
of all others similarly situated,

11 Plaintiff,

12 v.

13 TOPOCEAN CONSOLIDATION SERVICE
14 INC., a California corporation, and TOPLAND
15 LOGISTICS, INC.; a California corporation;
and DOES 1 through 50, inclusive,

16 Defendants.
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Case No.: 24STCV19120

ASSIGNED FOR ALL PURPOSES TO:

~~HON. SAMANTHA JESSNER~~ Theresa M. Traber

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
JUDGMENT**

Date: January 9, 2026

Time: 10:30

Dept: 1

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~~PROPOSED~~ ORDER

WHEREAS, this matter has come before the Court for hearing on January 9, 2026, pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action for final approval of the Settlement between Plaintiff ELMAN WONG ("Plaintiff") and Defendants TOPOCEAN CONSOLIDATION SERVICE, INC., and TOPLAND LOGISTICS, INC., (collectively, "the Parties") as set forth in the Joint Stipulation and Settlement of Class, and the Court having considered all papers filed and the proceedings had and otherwise being fully informed.

THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement. A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including Plaintiff and Class Members.

3. The Class means all persons employed by Defendants in California and classified as non-exempt who worked for Defendants during the Class Period. The Class Period means the period from July 31, 2020 to April 30, 2025. Participating Class Members means a Class member who does not submit a valid and timely Request for Exclusion from the Settlement.

4. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator, ILYM Group, Inc. ("Settlement Administrator"), implemented a comprehensive notice program. The Settlement Administrator mailed the Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Notice Packet"), in English, Chinese and Spanish, to the 300 Class Members at their last known addresses by First-Class U.S. Mail. The Notice Packet fairly and adequately informed Class Members of the terms of the proposed Settlement, their rights and options, and the benefits available to them thereunder. Prior to the mailing, the Settlement Administrator processed all addresses through the National Change of Address database. For the small number of Notice Packets returned as undeliverable, the

1 Settlement Administrator performed skip-trace searches and promptly re-mailed the packets to
2 updated addresses. The Notice Packet further informed Class Members of: the nature and
3 pendency of the Action; the principal terms of the proposed Settlement; their right to receive their
4 share of the Settlement if approved; the scope and effect of the released claims; the preliminary
5 Court approval of the proposed Settlement; the timing and procedures for submitting objections or
6 requests for exclusion; the date, time, and location of the Final Approval Hearing; and their right
7 to file documentation in support of or in opposition to the Settlement and to appear at the Final
8 Approval Hearing. The Court finds and determines that this notice procedure, which resulted in
9 zero objections, afforded adequate protections to Class Members and provides the basis for the
10 Court to make an informed decision regarding approval of the Settlement. The Court finds and
11 determines that the notice provided in this Action was the best practicable under the circumstances,
12 was sufficient, and satisfied the requirements of law and due process.

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14 5. The deadline to request exclusion from the Settlement was October 14, 2025.
15 Joseph M. Wang timely requested to be excluded from the settlement agreement. This judgment
16 will not be enforceable to Mr. Joseph M. Wang.

17 6. The total number of Workweeks worked by the Participating Class Members during
18 the class period is 31,467. The Escalator Clause has not been triggered.

19 7. The Court finds that the Settlement, which provides for a Gross Settlement Amount
20 of \$735,000.00, offers significant monetary recovery to Class Members. The Court finds that such
21 recovery is fair, adequate, and reasonable when balanced against the risks, expenses, and delays
22 of continued litigation, particularly concerning contested liability and damages issues and
23 Defendants assertion of defenses, including the existence of arbitration agreements with class
24 action waivers for a majority of Class Members. The Court further finds that the Parties have
25 conducted sufficient investigation, discovery, research, and litigation, including the exchange of
26 payroll data, timekeeping records, and company policies, such that Class Counsel and Defense
27 Counsel were able to reasonably evaluate their respective positions. The proposed Settlement will
28 avoid substantial additional costs for all Parties, as well as the risks and delay inherent in further
prosecution of the Action through trial and appeal. The Court further finds that the Parties reached

1 the Settlement as the result of intensive, serious, and non-collusive, arm's-length negotiations,
2 which included a full-day mediation with Mike D. Young, Esq. The fairness of the Settlement is
3 further supported by the reaction of the Class, as zero Class Members filed an objection and only
4 one (1) Class Members requested exclusion from the Settlement. Thus, the Court approves the
5 Settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects,
6 fair, adequate, and reasonable and directs the Parties to effectuate the Settlement in accordance
7 with its terms. For purposes of this Final Approval Order and this Settlement only, the Court hereby
8 confirms the appointment of Amir Seyedfarshi of Employment Rights Lawyers, APC as Class Counsel
9 for Class Members. Further, the Court finally approves a Class Counsel Fees and Costs Award, as
10 fair and reasonable, and awards attorney fees in the amount of two hundred forty- five thousand
11 dollars and zero cents (\$245,000.00) to be distributed to Class Counsel.

12 8. Further the Court approves costs in the amount of seventeen thousand six hundred seventy
13 six dollars and forty-six cents (\$17,676.46). Class Counsel's receipt of the Class Counsel Fees
14 Payment shall fully satisfy all fees and litigation costs incurred by Class Counsel that represented
15 Plaintiff and Class Members in the Action. The Court hereby orders the Settlement Administrator
16 to distribute the Class Counsel Fees Payment to Class Counsel in accordance with the provisions
17 of the Settlement Agreement and this Order.

18 9. All Settlement Class Members who did not submit a timely and valid request for
19 exclusion shall be bound by the releases set forth in the Settlement Agreement, regardless of
20 whether they cash their Individual Settlement Payment. Settlement Class Members must cash or
21 deposit their checks within one hundred and eighty (180) calendar days after the checks are mailed
22 to them. If any checks remain uncashed after the expiration of the 180-day period, the Settlement
23 Administrator shall submit the amount of the uncashed payments to the California State Controller
24 as unclaimed property in the name of the Settlement Class Member who did not cash his or her
25 check.

26 10. The Court finds that the Gross Settlement Amount (\$735,000.00), Net Settlement
27 Amount (\$456,273.54), and the methodology used to calculate and pay each Individual Settlement
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1 Payment, in accordance with the Settlement, are fair, adequate, and reasonable, and are hereby
2 approved.

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4 11. For purposes of this Final Approval Order and this Settlement only, the Court
5 hereby confirms the appointment of the named Plaintiff, Elman Wong, as the Class Representative
6 for the Class Members. Further, the Court finally approves the Class Representative's Service
7 Payment to Plaintiff, as fair and reasonable, in the amount of seven thousand five hundred dollars
8 and zero cents (\$7,500.00). The Court hereby orders the Settlement Administrator to distribute the
9 Class Representative's Service Payment to the Plaintiff in accordance with the provisions of the
10 Settlement Agreement.

11 12. For purposes of this Final Approval Order and this Settlement only, the Court
12 hereby confirms the appointment of ILYM Group, Inc. as the Settlement Administrator to
13 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement.
14 The Court further finally approves the Administrator Expenses Payment, as fair and reasonable, in
15 the amount of Eight thousand Five hundred Fifty dollars and zero cents (\$8,550.00) for the work
16 performed, which included database management, mailing of the Notice Packets, performing
17 address searches, calculating payments, distributing settlement funds, and tax reporting. The Court
18 hereby orders the Settlement Administrator to pay itself its approved administration expenses from
19 the Gross Settlement Amount.

20 13. Upon the Effective Date, and forever, all Settlement Class Members who did not
21 submit a timely and valid request for exclusion shall be deemed to have fully, finally, and forever
22 released, relinquished, and discharged the Released Parties from the Released Class Claims. The
23 "Released Parties" means Defendants, and each of Defendants' respective past, present and future
24 direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and their
25 respective partners, officers, directors, trustees, administrators, fiduciaries, employment benefit
26 plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers and/or
27 agents and their respective successors and assigns individually and in their official capacities. The
28 "Released Class Claims" are defined as:

1 All claims, demands, rights, liabilities, and causes of action of every nature and
2 description whatsoever by Settlement Class Members against the Released Parties,
3 that were asserted in the Complaint or that could have been asserted based on the
4 facts and allegations in the Complaint during the Class Period from July 31, 2020,
5 through April 30, 2025. The Released Class Claims specifically include, without
6 limitation, all claims under the California Labor Code, applicable IWC Wage
7 Orders, and the California Business and Professions Code based on the allegations
8 in the Complaint, including claims for: (1) failure to pay for all overtime worked;
9 (2) failure to provide compliant meal breaks or pay premiums; (3) failure to provide
10 compliant rest breaks or pay premiums; (4) failure to reimburse business expenses;
11 (5) failure to provide and maintain accurate itemized wage statements; (6) failure
12 to pay timely wages; (7) failure to pay minimum wages and pay for all wages
13 earned; (8) failure to pay all wages due upon separation; (9) unfair business
14 practices in violation of Business & Professions Code.

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17 14. Neither this Final Approval Order, the Settlement Agreement, nor any document
18 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed
19 as, or may be used by Plaintiff as an admission by or against Defendants or any of the other
20 Released Parties of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order
21 a finding of the validity of any claims in the Action or of any wrongdoing by Defendants or any
22 of the other Released Parties. The entering into or carrying out of the Settlement Agreement, and
23 any negotiations or proceedings related thereto, shall not in any event be construed as an admission
24 or concession with regard to the denials or defenses by Defendants or any of the other Released
25 Parties and shall not be offered in evidence by Plaintiff against Defendants or any of the Released
26 Parties in any action or proceeding in any court, administrative agency or other tribunal for any
27 purpose whatsoever other than to enforce the provisions of this Final Approval Order, the
28 Settlement Agreement, or any related agreement or release. Notwithstanding these restrictions, any
of the Released Parties may file in the Action or in any other proceeding this Final Approval Order,

1 the Settlement Agreement, or any other papers and records on file in the Action as evidence of the
2 Settlement and to support a defense of res judicata, collateral estoppel, release, waiver or other
3 theory of claim preclusion, issue preclusion or similar defense.
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5 15. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
6 and in accordance with the terms set forth in the Settlement Agreement. This Order and Judgment
7 is intended to be a final disposition of the Action in its entirety and shall constitute a final judgment
8 for purposes of California Rule of Court, Rule 3.769(h).

9 16. Without affecting the finality of this Final Approval Order and Judgment in any
10 way, this Court hereby retains continuing and exclusive jurisdiction over the Parties, including all
11 Class Members, and the interpretation, implementation and enforcement of the Settlement
12 Agreement and all orders and judgments entered in connection therewith.

13 17. This Order and the accompanying Judgment shall be final and binding on Plaintiff
14 and all Settlement Class Members who did not submit a timely and valid request for exclusion, as
15 well as their heirs, executors, administrators, successors, and assigns.

16 18. This Court will retain its jurisdiction per CCP 664.6.
A non-appearance case review

17 19. ~~A Post-Distribution Compliance Hearing~~ is hereby set for October 30, 2026, at
18 4 p.m. in Department 1 of this Court.

19 non-appearance case review,
20 20. No later than 5 court days prior to this ~~hearing~~[^], Plaintiff shall cause the Settlement
21 Administrator to file a declaration with the Court reporting on the status of the settlement
22 administration. Pursuant to Code of Civil Procedure section 384, subdivision (b), the report shall
23 be in the form of a declaration from the Settlement Administrator or other declarant with personal
24 knowledge of the facts, and shall describe: (i) the date the checks were mailed to Settlement Class
25 Members and Aggrieved Employees; (ii) the total number of checks mailed; (iii) the average
26 amount of those checks; (iv) the number of checks that remained uncashed; (v) the total value of
27 those uncashed checks; (vi) the average amount of the uncashed checks; (vii) the nature and date
28 of the disposition of unclaimed funds transferred to the California State Controller's Unclaimed
Property Fund; and (viii) all other amounts disbursed pursuant to the Settlement Agreement,

1 including payments for attorneys' fees and costs, the Class Representative Service Payment, and
2 settlement administration expenses.

3 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

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5 Dated: 01/09/2026



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7 HONORABLE THERESA M. TRABER
8 JUDGE OF THE SUPERIOR COURT

EXHIBIT A

**CLASS ACTION SETTLEMENT AGREEMENT
AND
CLASS NOTICE**

Subject to the Court’s approval, this Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Elman Wong (“Plaintiff”) and the Defendants, TOPLAND LOGISTICS, INC. (“Topland”) and TOPOCEAN CONSOLIDATION SERVICE (LOS ANGELES) INC. (which was erroneously sued as “Topocean Consolidation Service, Inc.”) (“Topocean”), and (collectively, Topland and Topocean will be referred to as the “Defendants”). The Agreement refers to Plaintiff, Topland Logistics, Inc., and Topocean Consolidation Service (Los Angeles) Inc., collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit against Defendants, captioned as *Elman Wong v. Topocean Consolidation Service Inc., et al.*, which was filed in the Los Angeles County Superior Court, Case No. 24STCV19120, on July 31, 2024.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all persons employed by Defendants in California and classified as non-exempt who worked for Defendants during the Class Period.
- 1.5. “Class Counsel” means Amir Seyedfarshi, Esq. of Employment Rights Lawyers, APC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security Number, and number of Class Period Workweeks.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish and Chinese translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from July 31, 2020 to April 30, 2025.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Topland Logistics, Inc.” and “Topocean Consolidation Service (Los Angeles) Inc.” will collectively mean the named Defendants.
- 1.16. “Defense Counsel” means Leila Nourani, Esq., and Sam Farzani, Esq., of Jackson Lewis, P.C.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means Seven Hundred Thirty-Five Thousand Dollars and Zero Cents (\$735,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Judgment” means the judgment entered by the Court based upon the Final Approval.

- 1.24. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.25. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.27. “Plaintiff” means Elman Wong, the named plaintiff in the Action.
- 1.28. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.29. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.
- 1.30. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.31. “Released Parties” means: Defendants, and each of Defendants’ respective past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and their respective partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers and/or agents and their respective successors and assigns individually and in their official capacities.
- 1.32. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.33. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.34. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.35. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On July 31, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for: (i) Failure to Pay for All Overtime Worked in Violation of Cal. Labor Code §§ 510, 1194, and 1198; (ii) Failure to Provide Compliant Meal Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7 and 512; (iii) Failure to Provide Compliant Rest Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7; (iv) Failure to Reimburse Business Expenses in Violation of Cal. Labor Code § 2802; (v) Failure to Provide and Maintain Accurate Itemized Wage Statements in Violation of Cal. Labor Code §§ 226(a), 1174(d), and 1198.5; (vi) Failure to Pay Timely Wages in Violation of Cal. Labor Code §§ 204, 210; (vii) Failure to Pay Minimum Wages and Pay for All Wages Earned in Violation of Cal. Labor Code §§ 204, 1194, and 1197; (viii) Failure to Pay All Wages Upon Separation of Employment in Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 2699; and (ix) Unfair Business Practices in Violation of Bus. & Prof. Code § 17200, et seq.
- 2.2. The Complaint is the operative complaint in the Action (the “Operative Complaint.”)
- 2.3. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.4. On January 31, 2025, the Parties participated in an all-day mediation presided over by Mike D. Young, which led to this Agreement to settle the Action.
- 2.5. Prior to the mediation, Plaintiff obtained, through informal discovery, a sampling of documents, including wage statements and paystubs corresponding to 15% of the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–30 (“*Dunk/Kullar*”).
- 2.6. The Court has not granted class certification.
- 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Seven Hundred Thirty Five Thousand Dollars and Zero Cents (\$735,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be Two Hundred Forty Five Thousand Dollars and Zero Cents (\$245,000.00) and a Class Counsel Litigation Expenses Payment of not more than Eighteen Thousand Dollars and Zero Cents (\$18,000.00). Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Eight Thousand Five-Hundred and Fifty Dollars and Zero Cents (\$8,550.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,550.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the

“Wage Portion”). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for penalties and interest (the “Non-Wage Portion”). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks. Based on a review of its records, Defendants estimate there are 275 Class Members who collectively worked a total of Thirty Thousand Eight-Five (30,085) workweeks through January 31, 2025.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund ten percent of the Gross Settlement Amount—ten percent of the Gross Settlement Amount is \$73,500.00—within 14 days after the Court’s order on preliminary approval of the settlement. The initial amount must be sent to the Administrator who shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1. Defendants shall then fund the remaining amount of the Gross Settlement Amount—the remaining amount is \$661,500.00—and fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class

Representative Service Payment shall not precede disbursement of Individual Class Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks 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 California Code of Civil Procedure Section 384, subd. (b).

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 The payment of Individual Class Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving

Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Thus, notwithstanding the provisions of Section 1542, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Agreement, including this waiver of California Civil Code Section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of Section 1542, and that Plaintiff understands this Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto

5.2 Release by Participating Class Members: 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 (i) 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, (i) Failure to Pay for All Overtime Worked in Violation of Cal. Labor Code §§ 510, 1194, and 1198; (ii) Failure to Provide Compliant Meal Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7 and 512; (iii) Failure to Provide Compliant Rest Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7; (iv) Failure to Reimburse Business Expenses in Violation of Cal. Labor Code § 2802; (v) Failure to Provide and Maintain Accurate Itemized Wage Statements in Violation of Cal. Labor Code §§ 226(a), 1174(d), and 1198.5; (vi) Failure to Pay Timely Wages in Violation of Cal. Labor Code §§ 204, 210; (vii) Failure to Pay Minimum Wages and Pay for All Wages Earned in Violation of Cal. Labor Code §§ 204, 1194, and 1197; (viii) Failure to Pay All Wages Upon Separation of Employment in Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 2699; and (ix) Unfair Business Practices in Violation of Bus. & Prof. Code § 17200, et seq. 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.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file

a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Defendants’ Declaration in Support of Preliminary Approval. Within fifteen (15) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator; (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified

in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Chinese and Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include

them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with

the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
- 8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, (1) there are 275 Class Members and 30,085 total Workweeks during the Class Period. If the total number of the Workweeks increases during the Class Period by more than 10%, (meaning in excess of 33,094 workweeks), then the Gross Settlement Amount of \$735,000 that Defendants will pay will increase proportionally for every workweek found in excess of the 33,094 workweeks as follows: Defendants will pay \$24.33 for each workweek found in excess of the 33,094 workweeks, which is calculated by first taking the Gross Settlement Amount of \$735,000 and dividing that Gross Settlement Amount by the 30,085 total Workweeks covered during the Class Period. Therefore, as an example, if the total number of the Workweeks increases to 33,095 (one workweek found in excess of the 33,094 workweeks), then Defendants shall pay \$24.33 on top of the \$735,000

Gross Settlement Amount. An additional \$24.33 will be paid/added to the Gross Settlement Amount with each additional workweek found after then. The Class Counsel Fees Payment (*see* Section 1.2.2) of not more than 33.33% will still remain and will thus be increased to proportionately account for any increase to the Gross Settlement Amount as triggered by this Section 8 and subject to the Court's approval of the increase. Payment amounts allocated for the Class Representative Service Payment to the Class Representative (*see* Section 1.2.1) and the Administrator (*see* Section 1.2.3) will stay the same and thus not be changed, or be effected by this Section 8 in any way.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% (28 persons or more) of the total of all Class Members, Defendants may, but are each not obligated, elect to withdraw from the Settlement. The Parties agree that, if any of Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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 grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom

will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties 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.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Employment Rights Lawyers, APC
Amir Seyedfarshi
424-777-0964
Amir@employmentrightslawyers.com

To Defendants:

Leila Nourani, Esq. (Leila.Nourani@jacksonlewis.com)

Sam Farzani, Esq. (Sam.Farzani@jacksonlewis.com)

Jackson Lewis P.C.

725 South Figueroa Street,

Unit 2800,

Los Angeles, CA 90017

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

ELMAN WONG

By: 

Print Name: Elman Wong

Date: 04/11/2025

TOPLAND LOGISTICS, INC.

By: 

Print Name: Chuan Hsi Liu (Allen)

Job Title: CFO

Date: 04/17/2025

**TOPOCEAN CONSOLIDATION SERVICE
(LOS ANGELES) INC.**

By: 

Print Name: Andy Wang

Job Title: CEO

Date: 04/17/2025

**Approved as to form and content
(where applicable):**

By: 

Name: Amir Seyedarshi
Firm: Employment Rights Lawyers, APC

By: 

Name: Leila Nourani
Firm: Jackson Lewis P.C.

EXHIBIT A

**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT BY THE COURT**

Elman Wong v. Topocean Consolidation Service, Inc., et al.
Superior Court of California, County of Los Angeles, Case No. 24STCV19120

The Superior Court for the State of California authorized this Notice to be sent by ILYM Group, Inc., the Settlement Administrator (the “Administrator”).

This is not junk mail or spam, nor is this Notice an advertisement or solicitation by a lawyer.

Please read this Notice carefully! You are not being sued.

You are hereby notified that you may be eligible to receive money as the result of a Class Action Lawsuit (“Action”) filed by Mr. Elman Wong (“Plaintiff”) against Topocean Consolidation Service (Los Angeles) Inc. (“Topocean”) and Topland Logistics, Inc. (“Topland”) (collectively, Topocean and Topland will be referred to in this Notice as the “Defendants”). The Action was filed by a former employee of Topland, Mr. Elman Wong (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees of Defendants during the Class Period (July 31, 2020, to April 30, 2025).

The proposed Settlement is a Class Settlement, which requires Defendants to fund Individual Class Payments. The proposed Settlement also requires the Court’s approval.

Based on the Defendants’ records and Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<ESA>> (less lawful withholdings)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked <<WEEKS>> workweeks** during the Class Period. If you believe you worked more workweeks during this period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (the “Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period, you have two basic options under the Settlement:

- (1) Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. However, as a Participating Class Member, you will give up your right to assert your individual claims covered by this Settlement during the Class Period against Defendants. Please see Section 1 for those claims.
- (2) Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (“opt-out”) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. Instead, you will keep your right to personally pursue those claims that are covered by this Settlement during the Class Period against Defendants. Please see Section 1 for those claims.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (the “Released Claims”).
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<p>You Can Opt-out of the Class Settlement</p> <p>The Opt-out Deadline is <u>October 14, 2025</u></p>	<p>If you do not want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment.</p> <p>Non-Participating Class Members cannot object to any portion of the proposed Settlement.</p> <p><i>See Section 6 of this Notice.</i></p>
<p>Participating Class Members Can Object to the Class Settlement</p> <p>Written Objections Must be Submitted by <u>October 14, 2025</u></p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision as to whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.</p> <p>You can object to the amounts requested by Class Counsel or Plaintiff if you believe they are unreasonable.</p> <p><i>See Section 7 of this Notice.</i></p>
<p>You Can Participate in the <u>January 9, 2026</u> Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on <u>January 9, 2026</u>.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing.</p> <p><i>See Section 8 of this Notice.</i></p>
<p>You Can Challenge the Calculation of Your Workweeks</p> <p>Written Challenges Must be Submitted by <u>October 14, 2025</u></p>	<p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Defendants’ records is stated on the first page of this Notice.</p> <p>If you disagree with this number, you must challenge it by <u>October 14, 2025</u>.</p> <p><i>See Section 4 of this Notice.</i></p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff claims he is a former employee of Defendants. The Action claims Defendants did not comply with various California labor laws, including Defendants’ alleged (i) Failure to Pay for All Overtime Worked in Violation of Cal. Labor Code §§ 510, 1194, and 1198; (ii) Failure to Provide Compliant Meal Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7 and 512; (iii) Failure to Provide Compliant Rest Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7; (iv) Failure to Reimburse Business Expenses in Violation of Cal. Labor Code § 2802; (v) Failure to Provide and Maintain Accurate Itemized Wage Statements in Violation of Cal. Labor Code §§ 226(a), 1174(d), and 1198.5; (vi) Failure to Pay Timely Wages in Violation of Cal. Labor Code §§ 204, 210; (vii) Failure to Pay Minimum Wages and Pay for All Wages Earned in Violation of Cal. Labor Code §§ 204, 1194, and 1197; (viii) Failure to Pay All Wages Upon Separation of Employment in Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 2699; and (ix) Unfair Business Practices in Violation of Bus. & Prof. Code § 17200, et seq.

Defendants strongly deny any non-compliance with any of the labor laws that Plaintiff alleged. Defendants contend and maintain that they complied with all applicable labor law laws.

In the Action, Plaintiff is represented by Mr. Amir Seyedfarshi, Esq., of Employments Rights Lawyers APC, and Defendants are represented by Ms. Leila Nourani, Esq., and Mr. Sam Farzani, Esq., of Jackson Lewis P.C.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

At this time, the Court has not made any determination whether Defendants and/or Plaintiff is correct on the merits of their respective claims and/or defenses. At a mediation in which Plaintiff and Defendants both participated with a neutral mediator, there was a resolution of the Action that resulted in the proposed settlement of the entire case, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By entering into a written settlement agreement (the “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action

and enforcing the Agreement, Plaintiff and Defendants negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree that the proposed Settlement is strictly a compromise of disputed claims. By agreeing to settle, Defendants do not admit any alleged non-compliance, or concede to the merit of any claims.

Plaintiff and Class Counsel strongly believe that the Settlement is a good deal for the Class Members, which includes you. This is because Defendants have agreed to a fair, reasonable, and adequate compromise of the Action, considering Plaintiff's claims, Defendants' defenses, and the risks and uncertainties of continued litigation of the Action, and the Settlement is in the best interests of the Class Members given these considerations. Additionally, the Court has preliminarily approved the proposed Settlement as one that is fair, reasonable, and adequate, authorized this Notice and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Defendants will Pay \$735,000.00 as the Gross Settlement Amount (the "Gross Settlement").** Defendants will deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date that the Court enters Judgment, or a later date if the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to \$245,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$18,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$10,000.00 as a Class Representative Award to Plaintiff for filing the Action, working with Class Counsel, and representing the Class.
 - iii. Up to \$8,550.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of the deductions set forth in this paragraph. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members.** Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

While Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks.** The front of every check issued for Individual Class Payments will show the date when the check expires (the "Void Date"). If you do not cash the check by the Void Date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- F. Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **October 14, 2025**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **October 14, 2025**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number,

and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void. This means that the Defendants will not pay any money, and Class Members will not receive any money or release any claims against Defendants.
- H. Administrator.** The Court has appointed a neutral company, **ILYM Group, Inc.**—the Administrator—to send this Notice, to calculate and make all payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and will perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release.** After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 (i) 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, (i) Failure to Pay for All Overtime Worked in Violation of Cal. Labor Code §§ 510, 1194, and 1198; (ii) Failure to Provide Compliant Meal Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7 and 512; (iii) Failure to Provide Compliant Rest Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7; (iv) Failure to Reimburse Business Expenses in Violation of Cal. Labor Code § 2802; (v) Failure to Provide and Maintain Accurate Itemized Wage Statements in Violation of Cal. Labor Code §§ 226(a), 1174(d), and 1198.5; (vi) Failure to Pay Timely Wages in Violation of Cal. Labor Code §§ 204, 210; (vii) Failure to Pay Minimum Wages and Pay for All Wages Earned in Violation of Cal. Labor Code §§ 204, 1194, and 1197; (viii) Failure to Pay All Wages Upon Separation of Employment in Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 2699; and (ix) Unfair Business Practices in Violation of Bus. & Prof. Code § 17200, et seq. 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.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Workweek Challenges.** The number of Class Workweeks you worked during the Class Period, as recorded in Defendants’ records, are stated on the first page of this Notice. You have until **October 14, 2025**, to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of Workweeks based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (every Class Member who doesn’t opt-out). Your check will be sent to the same address as **in** this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Wong v. Topocean Consolidation Service Inc., et al.*, Los Angeles County Superior Court, Case Number 24STCV19120, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 14, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least **16** court days before **January 9, 2026**, the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval of the Settlement that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.ilymgroup.com/TopOcean> or the Court's website <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 14, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Wong v. Topocean Consolidation Service Inc., et al.*, Los Angeles County Superior Court, Case Number 24STCV19120 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **January 9, 2026, at 10:30 a.m., in Department 1** of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Please check the Court's website for the most current information.

It is also possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website page at <https://www.ilymgroup.com/TopOcean> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to **ILYM Group, Inc.'s** website at <https://www.ilymgroup.com/TopOcean>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV19120.

You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling: (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Amir Seyedfarshi
Email Address: amir@employmentrightslawyers.com
Name of Firm: Employment Rights Lawyers, APC
Mailing Address: 6380 Wilshire Blvd. Ste 1602, Los Angeles, CA 90048
Telephone: 424.777.0964

Settlement Administrator:

Name of Company: ILYM Group, Inc.
Email Address: claims@ilymgroup.com
Mailing Address: P.O. Box 2031, Tustin, CA 92781
Telephone: 888.250.6810
Fax Number: 888.845.6185
Website: <https://www.ilymgroup.com/TopOcean>

10. WHAT HAPPENS IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the State Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.