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FILED
Superior Court of California
County of Los Angeles
10/14/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

Attorneys for Plaintiff, MARCUS BLOW, an individual and on behalf of all others similarly situated and aggrieved,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

CASE NO.: 25STCV04340

Hon. Timothy P. Dillon, Dept. 15

AMENDED ~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

[Lodged concurrently with Supplemental Declaration of Ashlie E. Fox in Support of Plaintiff's Motion for Preliminary Approval]

HEARING INFORMATION:

DATE: October 14, 2026
TIME: 9:00 a.m.
DEPT: 15

This Court, having considered the Motion of plaintiff Marcus Blow ("Plaintiff") for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Ashlie E. Fox, Jasmin K. Gill, Plaintiff, and Lisa Mullins, the Class Action and Representative Action Settlement Agreement and Class Notice (the "Settlement" or "Settlement Agreement"), the Notice of Proposed Class Action and PAGA Action Settlement ("Class Notice"), the Supplemental Declaration of Ashlie E. Fox, and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT**:

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Court certifies the following settlement class for the purposes of settlement only: all current and former non-exempt employees of defendant WCAY, Inc. ("Defendant") who worked at any time during the period from February 18, 2021 through May 10, 2026 ("Class Period") in the State of California ("Class Members").

3. The Court preliminarily appoints named plaintiff Marcus Blow as Class Representative, and Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group, P.C. as Class Counsel.

4. The Court preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive and costly investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the settlement at this time will avoid substantial additional costs by all parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It further

appears that the settlement has been reached as the result of intensive, non-collusive, arms-length negotiations utilizing an experienced neutral third party.

5. The Court approves, as to form and content, the proposed Notice of Class Action Settlement ("Class Notice") that has been submitted herewith, attached as **Exhibit A** to the Supplemental Declaration of Ashlie E. Fox in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only.

6. The Court directs the mailing of the Class Notice by first-class mail to Class Members in accordance with the procedures set forth in the Settlement. The Court finds that the dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law, and appears to be the best notice practicable under the circumstances.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount ("Gross Settlement Amount," "GSA," or "GFV") of $610,000.00, which is inclusive of attorneys' fees up to ~~35~~ 33% the Gross Settlement Amount (or $~~213,500.00~~ 203,313 if the Gross Settlement Amount is not escalated pursuant to Paragraph 8 below), in addition to actual costs not to exceed $30,000.00; a service award of $7,500.00 for Plaintiff; costs of settlement administration of no more than $7,750; and PAGA penalties in the amount of $30,000.00, of which $19,500 (65%) will be paid to the LWDA and $10,500 (35%) will be paid to Aggrieved Employees on a *pro rata* basis based upon the Pay Periods worked in the PAGA Period (*i.e.*, the Individual PAGA Payments).

8. Pursuant to paragraph 17 of the Settlement Agreement, Defendant represents that as of February 10, 2026 (i.e., as of the date the Parties participated in mediation), there are 43,398 Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks worked increases by more than 110%, or 4,340 Workweeks worked (i.e., collectively more than 47,738 workweeks), then the GFV shall be increased proportionally by the Workweeks worked in the Class Period in excess of 47,738 Workweeks multiplied by the Workweek Value. The Parties agree that the Workweek Value amounts to and the settlement amounts to $14.06 per Workweek. Thus, for example, should there be 50,000 Workweeks worked by Class Members in

the Class Period, then the GFV shall be increased by $31,803.72. ((50,000 Workweeks – 47,738 Workweeks) x $14.06 per Workweek).

9. The Court appoints ILYM Group, Inc. ("ILYM") as the Settlement Administrator, and approves payment of administrative costs, not to exceed $7,750.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of the class. The Court directs Defendant to, within fifteen (15) calendar days of the date of this Order, provide the Settlement Administrator, in Microsoft Excel format, with information with respect to each Settlement Class Member, including his or her: (1) full name, last known address(es), and last known telephone number(s) currently in Defendant's possession, custody, or control; (2) full Social Security Number in Defendant's possession, custody, or control; and (3) the hire dates, re-hire dates (if applicable) and separation of employment dates (if applicable) for each Settlement Class Member ("Class List"). Defendant has a continuing duty to immediately notify Class Counsel and the Settlement Administrator if they discover that the Class List omitted a Settlement Class Member's identifying information and to provide corrected or updated class data for the Class List as soon as reasonably feasible. Without any extension of the deadline by which Defendant's Counsel must send the Class List to the Settlement 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 or identifying information from the Class List. If needed, the Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly found addresses, if any.

10. Within seven (7) calendar days of receiving the Class List from Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain a list with names and all addresses to which notice was given, and digital copies of all the Settlement Administrator's records evidencing the

giving of notice to any Settlement Class Member, for at least four (4) years from the Final Approval Date. Such information shall be available to Class Counsel and Defendant's Counsel upon request.

11. If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class Member within three (3) business days. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto within three (3) business days by the Settlement Administrator.

12. Only Participating Class Members may object or comment regarding the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than forty-five (45) days from the date of mailing of the Class Notice, unless a Class Member's notice is remailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, in which to postmark an objection. The Settlement Administrator shall email a copy of the objection forthwith to Class Counsel and Defendant's counsel. Class Counsel must attach each objection, if any, to the declaration that Class Counsel files with the Court in support of the Motion for Final Approval. The objection should set forth in writing: (1) the objector's name; (2) the objector's address; (3) the last four digits of the objector's Social Security Number; (4) the objector's signature; (5) a statement of whether the objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the objection, along with whatever legal authority, if any, the objector asserts in support of the objection. If a Participating Class Member objects to the Settlement, the Participating Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Participating Class

Member will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Class Notice to the objecting Participating Class Member shall be conclusively determined according to the records of the Settlement Administrator. Participating Class Members need not object in writing to be heard at the Final Approval Hearing; they may object or comment in person at the hearing at their own expense. Up to five (5) court days before the Final Approval Hearing, Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court.

13. Any Settlement Class Member may request exclusion from (i.e., "opt out" of) the Settlement by mailing a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked within forty-five (45) days from the date of mailing of the Class Notice, unless a Settlement Class Member's notice is remailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion. To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class Member's Social Security Number; (3) the Class Member's signature; and (4) the following statement or something to its effect: "Please exclude me from the Settlement Class in the *Marcus Blow v. WCAY, Inc*. matter" or any statement standing for the proposition that the Class Member does not wish to participate in the Settlement. The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be entitled to receive any payment from the Settlement and will not be bound by the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released Claims, as well as any judgment that may be entered by the Court if final approval of the Settlement is granted. A Settlement Class Member cannot submit

both a Request for Exclusion and an objection. If a Settlement Class Member submits an objection and a Request for Exclusion, the Request for Exclusion will control, and the objection will be void. Settlement Class Members who worked during the PAGA Period that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payment, and will be bound by the release encompassed in the PAGA Released Claims.

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

15. Participating Class Members will receive an Individual Settlement Payment. All Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not, will receive their individual PAGA payment. Individual Settlement Payment checks and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed, or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). Funds from uncashed or returned checks shall be transmitted to the State Controller Unclaimed Property Division in the name of the Participating Class Member or Aggrieved Employee to whom the check had been issued, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b), as amended.

16. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed ~~by~~ per code , ~~202__~~.

17. Class Counsel and counsel for Defendant shall file any responses to any written objections submitted to the Court by five (5) court days prior to the final approval hearing.

18. A final approval hearing shall be held with the Court on January 13, 2027 at 10:00 a.m./~~p.m.~~ in Department 15, Spring Street Courthouse of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of incentive award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA.

19. In the event the settlement does not become effective in accordance with the terms of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of the entry of the Settlement Agreement. The parties will be free to assert any claim or defense that could have been asserted at the time of entry of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 10/14/2026,

Judge of the Superior Court

Timothy Patrick Dillon/Judge

Escalator is not triggered.