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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,

Plaintiff,

v.

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

Defendants.

CASE NO.: 25STCV04340

Hon. Timothy P. Dillon, Dept. 15

CLASS ACTION

JOINT STIPULATION RE: CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

Action Filed: February 18, 2025
Trial Date: None Set

Doc ID: cff93e2b7888ddcbb89d207f3c6afeb331880500

This Joint Stipulation re: Class Action and Representative Action Settlement ("Settlement" or "Agreement" or "Settlement Agreement") is made by, between and among plaintiff Marcus Blow ("Plaintiff"), individually and on behalf of the Settlement Class, as defined below, on the one hand; and defendant WCAY, Inc. ("Defendant"), on the other hand; in the lawsuit entitled *Marcus Blow v. WCAY, Inc.,* filed in the Los Angeles County Superior Court, Case No. 25STCV04340 (the "Action"). Plaintiff and Defendant shall be, at times, collectively referred to as the "Parties" and individually as a "Party". This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the claims in the Action as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. "**Action**" means *Marcus Blow v. WCAY, Inc.,* filed in the Los Angeles County Superior Court, Case No. 25STCV04340.

B. "**Aggrieved Employees**" or "**PAGA Employees**" means all current or former non-exempt employees of Defendant who worked during the PAGA Period in California.

C. "**Class Counsel**" means: Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group, P.C. The term "Class Counsel" shall be used synonymously with the term "Plaintiff's Counsel."

D. "**Class Period**" means the period from February 18, 2021, through May 10, 2026, or the Alternate End Date (as defined in Paragraph 17 below), whichever is sooner.

E. "**Court**" means the Superior Court of the State of California for the County of Los Angeles.

F. **"Class Notice"** means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

G. "**Defendant**" shall refer to defendant WCAY, Inc.

H. "**Employer Taxes**" means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

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I. "**Final Approval Date**" means the later of: (1) the date the Court signs an Order granting final approval of this Settlement ("Final Approval") and Judgment; (2) if there is an objector, 65 days from the date the Final Approval and Judgment; or (3) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

J. "**General Release**" means the general release of claims by Plaintiff, which is in addition to his limited release of claims as a Participating Class Member and Aggrieved Employee.

K. "**Gross Settlement Amount**" or "**GSA**" or "**GFV**" means a non-reversionary fund in the sum of Six Hundred and Ten Thousand Dollars and Zero Cents ($610,000.00),[1] which shall be paid by Defendant, and from which all payments for the Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees and the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, Incentive Award to Plaintiff, and the LWDA Payment for resolution of Plaintiff's cause of action for civil penalties under the Labor Code Private Attorneys' General Act, codified at Labor Code Section 2698, *et seq.* ("PAGA"), interest and certain taxes shall be paid. The Gross Settlement Amount expressly excludes Employer Taxes, which shall be paid by Defendant separate and apart from the Gross Settlement Amount. Defendant has no obligation to pay any portion of the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 11(B) of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

L. **"Individual PAGA Payment"** means a payment to an Aggrieved Employee of his or her share of the PAGA Payment.

[1] As the same may be increased in accordance with Paragraph 17.

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M. "**Individual Settlement Payment**" means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

N. "**Individual Settlement Share**" means the gross amount of the Net Settlement Amount that a Settlement Class Member is projected to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

O. "**LWDA Payment"** means the payment to the LWDA for its sixty-five percent (65%) share of the total amount allocated toward penalties under the PAGA, which is to be paid from the Gross Settlement Amount. The Parties have agreed that Thirty Thousand Dollars and Zero Cents ($30,000.00) shall be allocated toward PAGA penalties, of which Nineteen Thousand Five Hundred Dollars and Zero Cents ($19,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Ten Thousand Five Hundred Dollars and Zero Cents ($10,500.00) will be paid to Aggrieved Employees on a *pro rata* basis, based on the Pay Periods worked during the PAGA Period ("PAGA Payment").

P. "**Net Settlement Amount**" or **"Class Employee Fund"** means the portion of the Gross Settlement Amount that is available for distribution to Participating Class Members after deductions for the Court-approved allocations for Settlement Administration Fees and Costs, Incentive Award to Plaintiff, an award of attorneys' fees, reimbursement of litigation costs and expenses to Class Counsel, and the LWDA Payment and the PAGA Payment.

Q. **"Operative Complaint or "Complaint"** means the Complaint on file in the Action.

R. **"PAGA Payment"** or **"PAGA Employee Payment"** is the $10,500.00 payment payable to Aggrieved Employees on a *pro rat*a Pay Period basis in addition to the Individual Settlement Share they will receive if they do not opt out of the Settlement.

S. "**PAGA Period**" means the period from February 18, 2024, through the end date of the Class Period.

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T. "**Participating Class Members**" means all Settlement Class Members who do not submit a timely and valid Request for Exclusion.

U. **"Participating Individual Settlement Share"** means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks that he or she worked during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

V. "**Parties**" shall refer to Plaintiff and Defendant collectively.

W. **"Pay Period**" means the number of pay periods that an Aggrieved Employee worked for Defendant during the PAGA Period, based on hire dates, re-hire dates (as applicable) and separation of employment dates (as applicable). Any pay period during which an Aggrieved Employee worked one day shall be counted as a Pay Period.

X. "**Plaintiff"** shall refer to Plaintiff Marcus Blow.

Y. "**Preliminary Approval Date**" means the date on which the Court enters an Order granting preliminary approval of the Settlement.

Z. "**Released Parties**" shall mean WCAY, Inc. as well as its parent companies, subsidiaries, related companies, affiliates, dbas, shareholders, and any past, present or future officers, directors and employees, predecessors, successors, and assigns.

AA. "**Response Deadline**" means the deadline for Settlement Class Members to mail any Requests for Exclusion, objections, or Workweek disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute or objection. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, objection, or Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator shall inform the Class Member of the extended deadline with the re-mailed Class Notice.

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BB. "**Request for Exclusion**" means a written request to be excluded from the Settlement Class pursuant to Paragraph 9(C) below.

CC. "**Incentive Award**" means the monetary amount to be paid to Plaintiff Marcus Blow of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00), which, subject to Court approval, will be paid out of the Gross Settlement Amount.

DD. "**Settlement Administration Costs**" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translating the Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and associated taxes and withholdings, providing declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiff for his Incentive Award, and to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed $7,750. If the actual amount of the Settlement Administration Costs is less than $7,750, the difference between $7,750 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed $7,750, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

EE. "**Settlement Administrator**" means the Third-Party Administrator, ILYM Group, Inc., chosen to be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

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FF. "**Settlement Class**", "**Settlement Class Members**" or **"Class Members"** means all current or former non-exempt employees of Defendant who worked during the Class Period in the State of California.

GG. "**Workweek**" means the number of workweeks that a Settlement Class Member worked for Defendant during the Class Period in California, based on hire dates, re-hire dates (as applicable) and separation of employment dates (as applicable). Any week during which a Settlement Class Member worked one day shall be counted as a Workweek.

2. BACKGROUND

A. On or around February 18, 2025, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 (the "PAGA Notice") stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees. The PAGA Notice alleged various violations of the Labor Code.

B. On February 18, 2025, Plaintiff filed the putative wage-and-hour class action against Defendant in the Los Angeles County Superior Court, Case No. 25STCV04340. Plaintiff alleged that during the Class Period, with respect to Plaintiff and the Settlement Class Members, Defendant, *inter alia*, failure to pay overtime wages, failure to pay minimum wages, (3) failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, (6) failure to provide accurate wage statements, violation of Labor Code § 2802; (8) failure to timely pay wages during employment, and unfair competition (the "Action"). Thereafter, on April 21, 2025, Mr. Blow filed a First Amended Complaint adding a cause of action against Defendant under the Labor Code Private Attorneys' General Act of 2004 for Civil Penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

C. Shortly thereafter, the Parties agreed to attend mediation and in advance of mediation, Defendant provided Class Counsel with, among other things: (1) a list of current and former employees, with hire dates, termination dates, and final rates of pay; (2) a 25% sample of time and pay records for employees from 2021 through 2025; (3) Plaintiff's personnel file; and (4) a 2025 employee handbook, 2024 standalone policies, and 2022 standalone policies.

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D. On February 10, 2026, the Parties participated in a mediation before Gig Kyriacou, a well-regarded mediator experienced in mediating complex civil disputes. With the aid of the mediator's evaluation, a full day of settlement discussions through the mediator on the day of mediation, and continued settlement discussions through the mediator in the months that followed mediation, the Parties reached the Settlement to resolve the Action.

E. Class Counsel has conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and has concluded that the Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by the Settlement Class Members.

F. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to their business operations, it is in its best interest to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against it in the Action. However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

G. This Agreement is intended to and does effectuate the full, final, and complete resolution of all Class Released Claims, as defined below in Paragraph 7(A), on behalf of Plaintiff and Participating Class Members, and all PAGA Released Claims, as defined below in Paragraph 7(B), of Plaintiff and, to the fullest extent permitted by law, of the State of California and Aggrieved Employees.

H. The Court has not granted class certification.

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I. 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. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only.

5. MOTIONS FOR APPROVAL OF SETTLEMENT AND AMENDMENT OF PLEADING

After full execution of this Agreement, Plaintiff will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Class Notice attached hereto as **Exhibit "A"**, conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and objections. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court's Preliminary Approval Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a Judgment in line with this Settlement. 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, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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6. STATEMENT OF NO ADMISSION

Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff, the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted in the Action. This Agreement shall not be deemed an admission by Defendant of any claims or allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement. The Court shall retain jurisdiction over the Parties to enforce the settlement until performance in full of the terms of the Settlement Agreement, in accordance with Code of Civil Procedure section 664.6.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members will release the Released Parties of all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the Action, or that reasonably could have been brought by Plaintiff in the Action based on the facts pled in the Operative Complaint, except for any claim(s) for civil penalties under PAGA (the "Class Released Claims").

B. Release by All Aggrieved Employees

Aggrieved Employees and the LWDA (to the extent permitted by law) will release only claims for civil penalties under PAGA brought by Plaintiff in the Action, or that reasonably could have been brought by Plaintiff in the Action based on the PAGA Notice filed with the LWDA on February 18, 2025 by Plaintiff, which arose during the PAGA Period (the "PAGA Released

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Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

C. Claims Not Released

The releases above in Paragraph 7(A) and Paragraph 7(B) expressly exclude all other claims, including claims for vested benefits, all claims that may be brought, have been brought, or could have been brought for wrongful termination, discrimination, retaliation, harassment, failure to prevent harassment, discrimination, or retaliation, or otherwise arising under the Fair Employment and Housing Act ("FEHA"), the California Family Rights Act and/or any other applicable state or federal laws and claims and benefits, or rights to seek benefits, for unemployment insurance, disability, social security, and workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members, including Plaintiff, arising during the Class Period and the PAGA Released Claims of Aggrieved Employees, including Plaintiff (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

D. General Release.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to the Released Claims, the Plaintiff makes the additional following General Release: Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff's employment with Defendant or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement and as stated herein. With respect to the General Release provided herein, except as stated below, Plaintiff stipulates and agrees that, through the Final Approval Date and payment by Defendant to the Settlement Administrator

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selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, he shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> 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.

Plaintiff's Limited Release of Claims as a Participating Class Member and Aggrieved Employee as well as Plaintiff's General Release and Civil Code section 1542 waiver do not include and expressly exclude any release or waiver for any and all claims that may be brought, have been brought, or could have been brought by Plaintiff for wrongful termination, discrimination, retaliation, harassment, failure to prevent harassment, discrimination, or retaliation, or otherwise arising under FEHA, the California Family Rights Act and/or any other applicable state or federal laws and all claims, rights, and benefits, or rights to seek benefits, for unemployment insurance, disability (state disability insurance), social security, and workers' compensation, claims and rights that as a matter of law cannot be released or waived by signing this Agreement, and the Parties' rights to enforce this Agreement.

8. SETTLEMENT ADMINISTRATOR

Plaintiff and Defendant, through their respective counsel, have selected ILYM Group, Inc. Administrators to administer the Settlement, which includes but is not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be $7,750 will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than $7,750, the difference between $7,750 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed $7,750, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

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9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION PROCESS

A. Notice to the Settlement Class Members.

(1) Within fifteen (15) calendar days after the Preliminary Approval Date, Defendant's Counsel shall 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. 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. 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.

(2) The Class Notice will set forth:

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(a) the Settlement Class Member's estimated Individual Settlement Share and Individual PAGA Payment, and the basis for each;

(b) the information required by California Rule of Court, rule 3.766, subdivision (d);

(c) the material terms of the Settlement;

(d) the proposed Settlement Administration Costs;

(e) the definition of the Settlement Class;

(f) a statement that the Court has preliminarily approved the Settlement;

(g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;

(h) information regarding opt-out and objection procedures;

(i) the date and location of the Final Approval Hearing; and

(j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice ("Workweek Dispute"). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) 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

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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.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of 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.

B. Objections.

Only Participating Class Members may object or comment regarding the Settlement. In order for any Participating 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 the Response Deadline (or the extended Response Deadline if the Class Notice is re-mailed). The Settlement Administrator shall email a copy of the objection forthwith to Class Counsel and Defendant's counsel and 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 Participating 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

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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. Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

C. Requesting Exclusion.

Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Class Action Settlement by mailing a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline (or the extended Response Deadline if the Class Notice is re-mailed). 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.

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D. Disputes Regarding Settlement Class Members' Workweeks Data and/or Aggrieved Employees' Pay Period Data.

Class Members and Aggrieved Employees will have an opportunity to dispute the information provided in their Class Notice. To the extent Class Members dispute the number of Workweeks or Aggrieved Employees dispute the number of Pay Periods to which they have been credited, those employees may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member or Aggrieved Employee produces evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member or Aggrieved Employee and will make the final decision as to the number of Workweeks or Pay Periods that should be applied. All such disputes are to be resolved not later than ten (10) calendar days after the Response Deadline.

E. Extension of Response Deadline for Remailing

If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, written objection or to dispute their attributed Workweek count in the Class Period and/or PAGA Period.

F. Cooperation

If the Settlement Administrator, Defendant, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class List and should have received a Class Notice, the Parties will expeditiously meet and confer, 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 Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

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10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS TO PLAINTIFF, PARTICIPATING CLASS MEMBERS, AND AGGRIEVED EMPLOYEES

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks worked for Defendants during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Pay Periods worked for Defendant during the PAGA Period. Specific calculations of the Individual Settlement Shares to Participating Class Members and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period ("PAGA Pay Periods").

B. To determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Share = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

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D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as "Individual Settlement Payment(s)".

E. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = ([Aggrieved Employee's Pay Periods ÷ PAGA Pay Periods] x $5,000.00) (the "PAGA Payment").

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

G. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Settlement Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

H. The payment of Individual Settlement Payments and Individual PAGA Payments shall not obligate Defendant 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.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

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

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(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. If the Court requires the Parties to select a *cy pres* recipient pursuant to California Code of Civil Procedure section 384, the Parties shall select a mutually agreeable entity in which neither the Parties nor their counsel has an affiliation or relationship creating the appearance of. The Settlement Administrator shall then prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section 384.

B. Funding of Settlement.

Within sixty five (65) calendar days after the Final Approval Date, Defendant shall deposit the Gross Settlement Amount in the amount of Six Hundred Ten Thousand Dollars and Zero Cents ($610,000.00) (or the escalated Gross Settlement Amount should the same be escalated pursuant to Paragraph 17), along with the related employer's share of taxes to the Settlement Administrator in addition to Employer's Taxes pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court's orders and subject to the conditions described herein.

If the Settlement is not finally approved by the Court, the GFV shall revert back, without interest, to Defendant.

Individual Settlement Payments and Individual PAGA Payments shall be paid exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from the QSA shall be made for (1) the Incentive Award to Plaintiff as specified in this Agreement and approved by

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the Court; (2) the attorneys' fees and costs awarded to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administration Costs, as specified in this Agreement and approved by the Court; (4) the LWDA Payment, as specified in this Agreement; and (5) the PAGA Payment. The balance and any accrued interest thereon remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of Participating Class Members and distributed on a *pro rata* basis.

C. Time for Distribution.

No more than seven (7) calendar days after entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment of the full Gross Settlement Amount by Defendant (as the same may be increased to in accordance with Paragraph 17), as well as Employer Taxes, the Settlement Administrator shall distribute all payments due under the Settlement, including the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments for the Incentive Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which shall amount to Two Hundred Thirteen Thousand Five Hundred Dollars and Zero Cents ($213,500), unless that amount is escalated pursuant to Paragraph 17. Class Counsel shall further apply for, and Defendant shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Thirty Thousand Dollars and Zero Cents ($30,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in the Action. The "future" aspect of the amounts stated herein includes, without limitation, all time

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and expenses expended by Class Counsel (including any appeals therein), except for any matters that arise from Defendant's failure to materially comply with the terms of this Agreement. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, in the event of a material breach of this Agreement by Defendant, Plaintiff is required to move the Court for enforcement of this Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. INCENTIVE AWARD TO PLAINTIFF

Plaintiff shall seek, and Defendant shall not oppose, an Incentive Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) for his participation in and assistance with the Action. Any Incentive Award awarded to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves an Incentive Award to Plaintiff in less than the amount sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

A. Each Participating Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% to penalties, interest and reimbursement of expenses (to be reported on an IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the employee's share of taxes and withholdings with respect to the wage-portion of the Participating Individual Settlement Share will be withheld from the Participating Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

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B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

C. All Employer Taxes shall be paid by Defendant separate, apart and above from the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of payroll taxes as described above.

D. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Settlement Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

E. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION

The Parties agree to allocate Twenty Thousand Dollars and Zero Cents ($30,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA ($19,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment), and thirty-five percent (35%) of the amount allocated toward PAGA ($10,500.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on a *pro rata* basis based upon their respective number of Pay Periods worked for Defendants during the PAGA Period (*i.e.*, the Individual PAGA Payments).

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16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and/or object to the Settlement. Plaintiff is responsible for providing notice of the settlement and the preliminary approval hearing to the LWDA as required by PAGA. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. INCREASE IN WORKWEEKS

Based on its records, Defendant estimates 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 10%, 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).

In the alternative, Defendant may elect to end the Class Period and PAGA Period on an earlier date at the Defendant's discretion in order to limit the Workweeks to no more than 110% of Defendant's estimated Workweeks, *i.e.,* no more than 47,738 Workweeks ("Alternate End Date"). Defendant and Defense Counsel shall cooperate with Class Counsel in timely providing information prior to the Preliminary Approval hearing regarding whether the escalator clause

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has been triggered and, if applicable, whether Defendant is electing to shorten the Class Period and PAGA Period pursuant to this paragraph.

18. VOIDING OF SETTLEMENT AND RETURN OF GROSS SETTLEMENT AMOUNT AND EMPLOYERS' TAXES

If more than 10% of Class Members validly opt out of the class (*i.e.*, timely submit a valid opt out), Defendant will have the right, but not the obligation, to void the Settlement, but will still have to pay the Settlement Administration Costs incurred as of the date that Defendant exercises the right to void the Class Settlement. Defendant shall notify Class Counsel and the Court whether they are exercising this right to void the Settlement not later than five (5) days after the Settlement Administrator notifies the Parties of the number of valid opt outs it has received. The Parties and their counsel agree that they will not take any action inconsistent with this Settlement, including, without limitation, soliciting or encouraging Class Members to opt out of the Settlement.

19. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for at least four (4) years after the Judgment becomes final.

20. MISCELLANEOUS PROVISIONS

A. 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 Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant

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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 Defendant's 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).

B. Attorney Authorization.

Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Class Representative and Defendant, 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.

C. 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.

D. No Tax Advice.

Neither Plaintiff, Class Counsel, Defendant, 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.

E. 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.

F. Agreement Binding on Successors.

This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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G. 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.

H. 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.

J. Confidentiality

To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

K. Confidentiality Prior to Preliminary Approval

Plaintiff, Class Counsel, Defendant 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, Defendant 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

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Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

I. 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.

J. 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.

K. 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 in the event that the Court does not grant final approval of the Settlement, this Agreement shall constitute a stipulation pursuant to CCP section 583.330 extending the date to bring a case to trial under CCP section 583.310 for the entire period of the settlement process.

L. 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 Defendant 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 this Agreement, this Section, any existing contractual agreement, statute, or rule of court.

M. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Plaintiff and Defendant with respect to settlement of Los Angeles Superior Court Case No. 25STCV04340. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other

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written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith. Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other. The Agreement may be modified only by a writing signed by the Parties or their successors in interest and approved by the Court.

N. Further Cooperation.

Plaintiff, Defendant, and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they will not take any action inconsistent with this Agreement, including, without limitation, soliciting or encouraging Class Members to opt out of the Settlement. In the event the Court finds that any Party has taken actions inconsistent with the Settlement, including, without limitation, soliciting or encouraging Class Members to opt out of the Settlement, the Court may take any corrective actions, including enjoining any Party from communicating regarding the Settlement on an *ex parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of opt-outs and/or objections.

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O. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

P. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

Q. No Third-Party Beneficiaries.

Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

R. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

S. 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:
J. GILL LAW GROUP, P.C.
Jasmin K. Gill, Esq. (SBN 315090)
jasmin@jkgilllaw.com
Ashlie E. Fox, Esq. (SBN 294407)
ashlie@jkgilllaw.com
515 South Flower Street, Suite 1800
Los Angeles, California 90071
Tel: (213) 459-6023; Fax: (310) 728-2137

To Defendant:
Alfred Landegger, Esq.
Joseph P. Sklar, Esq.
LANDEGGER VERANO, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
alfred@landeggeresq.com
joseph@landeggeresq.com

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S. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

T. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

IT IS SO AGREED:

Dated: 08 / 19 / 2026, 2026

MARCUS BLOW
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: _____, 2026

WCAY, Inc.
By:
Its:

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AGREED AS TO FORM ONLY:

Dated: August 20, 2026

Jasmin K. Gill
Ashlie E. Fox
J. Gill Law Group, P.C.
Counsel for Plaintiff MARCUS BLOW

Dated: _____, 2026

Alfred J. Landegger
Joseph P. Sklar
Landegger & Verano, ALC
Counsel for Defendant WCAY, INC.

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S. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

T. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

IT IS SO AGREED:

Dated: _____, 2026

_____
MARCUS BLOW
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: 8/19/2026, 2026

Signed by:
Larry Phillips II
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WCAY, Inc.
By: Larry Phillips II
Its: Vice President

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AGREED AS TO FORM ONLY:

Dated: _____, 2026

_____
Jasmin K. Gill
Ashlie E. Fox
J. Gill Law Group, P.C.
Counsel for Plaintiff MARCUS BLOW

Dated: 8/19/26, 2026

_____
Alfred J. Landegger
Joseph P. Sklar
Landegger & Verano, ALC
Counsel for Defendant WCAY, INC.