

MAR 27 2026

By: S. Christensen, Deputy

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JAMES CATO JR., individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

PRISM MARITIME LLC, a Virginia limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2022-00017047-CU-OE-CTL

Honorable Judy S. Bae
Department C-62

CLASS ACTION

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

Date: March 27, 2026
Time: 9:10 a.m.
Department: C-62

Complaint Filed: May 5, 2022
FAC Filed: August 20, 2025
Trial Date: None Set

1 This matter has come before the Honorable Judy S. Bae in Department C-62 of the
2 Superior Court of the State of California, for the County of San Diego, on March 27, 2026, at 9:10
3 a.m., for Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff James Cato Jr. (“Plaintiff”), individually,
5 on behalf of all other similarly situated employees, and on behalf of the State of California; Pettit
6 Kohn Ingrassia Lutz & Dolin PC appears as counsel for Defendant Prism Maritime LLC
7 (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”).

8 The Court, having carefully considered the moving papers, argument of counsel, and all
9 matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release (“Settlement”), attached as “**EXHIBIT 2**” to the Declaration of Ryan
14 Slinger in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
15 Settlement (“Motion”). This is based on the Court’s determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

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

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

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
6 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
7 available to the Class Members and PAGA Employees are fair, adequate, and reasonable when
8 balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues.

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

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

22 All current and former non-exempt, hourly-paid employees who
23 were employed by Defendant in California at any time during the
24 period from May 5, 2018 through February 14, 2025.

24 7. The PAGA Employees are defined as follows:

25 All current and former non-exempt, hourly-paid employees who were employed
26 by Defendant in California at any time during the time period from September 7,
27 2022 through February 14, 2025.

27 8. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Ryan Slinger
28 of Lawyers *for* Justice, PC as Class Counsel.

1 9. The Court provisionally appoints Plaintiff James Cato Jr. as the Class
2 Representative.

3 10. The Court provisionally appoints ILYM Group, Inc. (“Settlement Administrator”)
4 to handle the administration of the Settlement.

5 11. Within twenty-one (21) calendar days after entry of this Preliminary Approval
6 Order, Defendant shall provide the Settlement Administrator with the list of all Class Members
7 (“Class List”), formatted in a readable Microsoft Office Excel spreadsheet, and will include each
8 Class Member’s last known first and last name, mailing address, telephone number, Social
9 Security Number, start and end dates of employment as a non-exempt, hourly-paid employee of
10 Defendant in California during the Class Period, and such other information as is necessary for the
11 Settlement Administrator to calculate Workweeks and PAGA Pay Periods as defined in the
12 Settlement.

13 12. The Court approves, both as to form and content with the modifications requested
14 by the Court, the Court Approved Notice of Class Action and PAGA Settlement and Release and
15 Hearing Date for Final Court Approval (“Class Notice”) attached hereto as “**EXHIBIT A.**” The
16 Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The
17 Court finds that the Class Notice appears to fully and accurately inform the Class Members of all
18 material elements of the Settlement, Class Members’ right to be excluded from the Class
19 Settlement by submitting a Request for Exclusion, Class Members and PAGA Employees’ right to
20 challenge the Workweeks and/or the PAGA Pay Periods credited to them, and Settlement Class
21 Members’ right to object to the Class Settlement by submitting a written Objection. The Court
22 further finds that distribution of the Class Notice substantially in the manner and form set forth in
23 the Settlement and this Order, and that all other dates set forth in the Settlement and this Order,
24 meet the requirements of due process and shall constitute due and sufficient notice to all persons
25 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice to
26 all Class Members within fourteen (14) calendar days of receiving the Class List from Defendant,
27 pursuant to the terms set forth in the Settlement.

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1 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement, for Class Members to seek exclusion from the Class Settlement. Any Class Member
3 may choose to be excluded from the Class Settlement by submitting a timely and valid written
4 Request for Exclusion no later than forty-five (45) calendar days after the initial mailing of the
5 Class Notice (“Response Deadline”), or, in the event of a re-mailed Class Notice, later of (a) the
6 date that is fifteen (15) calendar days from the re-mailing of the Class Notice by the Settlement
7 Administrator or (b) the original Response Deadline. Any Class Member who submits a Request
8 for Exclusion from the Class Settlement will not be a Settlement Class Member and will not have
9 any right to object, appeal, or comment on the Class Settlement. Class Members who submit a
10 timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms
11 of the Class Settlement, any Court order approving the terms of the Class Settlement, or the Final
12 Approval Order and Judgment entered thereon. PAGA Employees will be bound by the PAGA
13 Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

14 14. A Final Approval Hearing shall be held before this Court on October 9, 2026 at
15 9:10 a.m. in Department C-62 of the Superior Court of California for the County of San Diego,
16 located at 330 West Broadway, San Diego, California 92101, to determine all necessary matters
17 concerning the Settlement, including: whether the proposed settlement of the action on the terms
18 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
19 finally approved by the Court; whether a judgment, as provided in the Settlement, should be
20 entered herein; whether the plan of allocation contained in the Settlement should be approved as
21 fair, adequate, and reasonable to the Class Members and PAGA Employees; and whether to finally
22 approve the requests for the Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount,
23 Settlement Administration Costs, and payments to the Settlement Class Members and PAGA
24 Employees.

25 15. Class Counsel shall file a Motion for Final Approval of the Settlement and for
26 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration
27 Costs, and payments to Settlement Class Members and PAGA Employees, along with the
28 appropriate declarations and supporting evidence, including the Settlement Administrator’s

1 declaration, by the deadlines set forth in the Code of Civil Procedure, to be heard at the Final
2 Approval Hearing.

3 16. Only Class Members who do not request exclusion from the Class Settlement may
4 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
5 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
6 regardless of whether they submitted a written Objection. The Objection must be signed by the
7 Class Member and contain all information required by the Settlement. A Class Member who does
8 not object prior to or at the Final Approval Hearing will be deemed to have waived any objections
9 and will be foreclosed from making any objections (whether at the Final Approval Hearing, by
10 appeal, or otherwise) to the Class Settlement.

11 17. The Settlement is not a concession or admission and shall not be used against
12 Defendant as an admission or indication with respect to any claim of any fault or omission by
13 Defendant. Nor shall the Settlement or this Order constitute any finding, decision, or
14 determination of fault, wrongdoing, or misconduct by Defendant. Whether or not the Settlement is
15 finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct
16 related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as,
17 offered or admitted into evidence as, received as, or deemed to be in evidence for any purpose
18 adverse to the Defendant, including, but not limited to, evidence of a presumption, concession,
19 indication, or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or
20 damage, or to establish the existence of any condition constituting a violation of, or a non-
21 compliance with, state, federal, local, or other applicable law, except for legal proceedings
22 concerning the implementation, interpretation, or enforcement of the Settlement.

23 18. In the event the Settlement does not become effective in accordance with its terms,
24 or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective
25 for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall
26 revert back to their respective positions prior to entering into the Settlement.

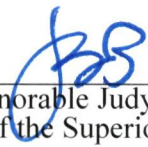
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1 19. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement without further notice to the Class Members,
3 and retains jurisdiction to consider all further applications arising out of or connected with the
4 Settlement.

5 **IT IS SO ORDERED.**

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7 Dated: 3/27/2024

8 By: 
The Honorable Judy S. Bae
Judge of the Superior Court

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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE
AND HEARING DATE FOR FINAL COURT APPROVAL**

James Cato Jr. v. Prism Maritime LLC, Case No. 37-2022-00017047-CU-OE-CTL

***The Superior Court of the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Prism Maritime LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee James Cato Jr. (“Plaintiff”) (Plaintiff and Defendant collectively, the “Parties”) and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys’ fees and costs for a class of all non-exempt, hourly-paid employees who worked for Defendant in California during the Class Period (May 5, 2018 to February 14, 2025) (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) for all non-exempt, hourly-paid employees who worked for Defendant in California during the PAGA Period (September 7, 2022 to February 14, 2025) (“PAGA Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Class Period and **[REDACTED] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period and/or PAGA Pay Periods during the PAGA 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 of the Settlement. Your legal rights are affected whether you act or do not act. 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 (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two 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 Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself (opt-out) from the Class Settlement by submitting a written Request for Exclusion to the Settlement Administrator. If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

Defendant 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

<p>You Do Not Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing in response to this notice, you will be a Settlement Class Member and be eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement.</p>
<p>You Can Opt-Out of the Class Settlement but Not the PAGA Settlement</p> <p>The Opt-out Deadline is </p>	<p>If you do not want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be no longer eligible for an Individual Settlement Payment or be able to object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees, and the PAGA Employees must give up their rights to pursue the Released Claims (defined below).</p>
<p>Settlement Class Members Can Object to the Class Settlement but Not the PAGA Settlement</p> <p>Written Objections Must be Submitted by </p>	<p>All Class Members who do not opt-out (“Settlement Class Members”) can object to the Class Settlement. The Court’s decision 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 Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>

Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED] on [REDACTED] at [REDACTED] in department C-62 of the San Diego Superior Court. You do not 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. Settlement Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many Workweeks and PAGA Pay Periods you were employed by Defendant in California for at least one calendar day based on hire and termination dates during the Class Period and PAGA Period, respectively. The number Workweeks and/or PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either or both of these numbers, you must submit a dispute by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant violated California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code sections 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA. Plaintiff is represented by the below attorneys in the Action (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Ryan Slinger, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Defendant strongly denies violating any laws or failing to pay any wages due and contends it complied with all applicable laws at all relevant times.

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

Thus far, the Court has made no determination of whether Defendant or Plaintiff is correct on the merits of Plaintiff’s claims. Plaintiff and Defendant hired an experienced, neutral third-party mediator in an effort to resolve the Action by negotiating to end the case by mutual agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly request that the Court enter a judgment concluding the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed

Settlement that is subject to the Court's Final Approval. Both sides agree that the proposed Settlement is a compromise of the disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of Plaintiff's claims, Defendant's defenses, and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as 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?

1. Defendant Will Pay \$800,000.00 as the Maximum Settlement Amount ("Maximum Settlement Amount"). Defendant has agreed to deposit the Maximum Settlement into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Maximum Settlement Amount to pay the Individual Settlement Payments, Individual PAGA Payments, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the Settlement, Defendant will fund the Maximum Settlement Amount not more than thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if any Settlement Class Member objects to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Maximum Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$280,000.00 (35% of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff as an Enhancement Payment for filing the Action, working with Class Counsel, and representing the Class. An Enhancement Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and Individual PAGA Payment as a Class Member and PAGA Employee.
 - C. Up to \$7,850.00 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$60,000.00 for the PAGA Amount, with 75% (or \$45,000.00) to be paid to the LWDA and 25% (or \$15,000.00) to be paid to the PAGA Employees based on their PAGA Pay Periods.

Settlement Class Members have the right to object to any of these deductions from the Maximum Settlement Amount. The Court will consider all objections.

3. Net Settlement Amount Distributed to Settlement Class Members. After making the above deductions in the amounts approved by the Court, the Settlement Administrator will distribute the remainder of the Maximum Settlement Amount (“Net Settlement Amount”) by making Individual Settlement Payments to Settlement Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 90% of each Individual Settlement Payment to penalties, interest, and non-wage damages (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay the employer payroll taxes it owes on the Wage Portions. The Individual PAGA Payments are classified as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant 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.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date on which the check will expire (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 irrevocably lost to you because they will be paid to a non-profit organization (“*Cy Pres* Recipient”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than [45 Day Response Deadline], that you wish to opt-out of the Class Settlement. The way to notify the Settlement Administrator of your desire to opt-out is to send a written and signed Request for Exclusion from the Class Settlement by the [45 Day Response Deadline] Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member’s name, current address, telephone number, and a statement electing to be excluded from the Class Settlement. Excluded Class Members will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant arising during the Class Period.

You cannot opt-out of the PAGA Settlement. Class Members who are also PAGA Employees and who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the Action and arising during the PAGA Period.

7. 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 enter a

Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Settlement Administrator”), to mail this Notice, calculate and make payments, and process Class Members’ Objections to and Requests for Exclusion from the Class Settlement. The Settlement Administrator will also decide disputes regarding Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
9. Settlement Class Members’ Release of Released Class Claims. Upon the Effective Date and full funding of the Maximum Settlement Amount (including all employer payroll taxes owed on the Wage Portions of the Individual Settlement Payments), Settlement Class Members will be legally barred from asserting any of the claims released in the Settlement Agreement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action during the Class Period and resolved by this Settlement.

The Settlement Class Members will release: all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action, including all claims made in the PAGA Notice, Complaint, and Operative Complaint, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pled in the Action for: (1) failure to pay overtime wages under Labor Code sections 510, 1194, and 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code sections 226.7 and 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code sections 226.7 and 512; (4) failure to pay minimum wages under Labor Code sections 1194, *et seq.*; (5) failure to timely pay wages upon termination under Labor Code sections 201, 202, and 203; (6) failure to timely pay wages during employment under Labor Code sections 204 and 210; (7) failure to provide accurate, itemized wage statements under Labor Code section 226; (8) failure to keep requisite payroll records under Labor Code section 1174(d); (9) failure to reimburse necessary business expenses under Labor Code sections 2800 and 2802; and (10) violation of California’s unfair competition law under Business and Professions Code sections 17200 *et seq.* (“Released Class Claims”) against the Released Parties, including Prism Maritime LLC and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed any members of the Class, as well as each of their owners, officers, directors, managers, executives, partners, principals, shareholders, executive-level employees, agents, representatives, insurers, attorneys, and any other predecessors, successors, assigns, or legal representatives (“Released Parties”).

10. PAGA Employees’ Release of Released PAGA Claims. Upon the Effective Date and full funding of the Maximum Settlement Amount (including all employer payroll taxes owed on the Wage Portions of the Individual Settlement Payments), all PAGA Employees will

be barred from asserting PAGA claims against Defendant arising during the PAGA Period, regardless of whether they exclude themselves from the Class Settlement. This means that all PAGA Employees, including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action during the PAGA Period and resolved by this Settlement.

The PAGA Employees will release the Released Parties from all claims for civil penalties under the PAGA based on the aforementioned claims and that were alleged in the PAGA Notice and Operative Complaint or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and all associated statutes and applicable Industrial Welfare Commission (“IWC”) Wage Orders for failure to pay all overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment; failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse necessary business expenses (“Released PAGA Claims”).

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield their Individual Settlement Share.
2. Individual PAGA Payments. The Settlement Administrator will divide the 25% portion of the PAGA Amount attributed to the PAGA Employees (i.e., \$15,000.00) by the number of PAGA Pay Periods of all PAGA Employees during the PAGA Period to yield the “PAGA Pay Period Value” and then multiply the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Employee during the PAGA Period.
3. Workweeks Disputes. The number of Workweeks you worked during the Class Period and/or the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are listed on the first page of this Notice. You have to submit a written dispute to the Settlement Administrator to challenge the number of Workweeks and/or PAGA Pay Periods that are attributed to you.

A Workweeks Dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of their Social Security Number; (c) clearly state that the Class Member

disputes the number of Workweeks and/or PAGA Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before **[45 Day Response Deadline]**.

You need to send copies of pay stubs or other records to support your dispute. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's 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 Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Settlement Class Members. The Settlement Administrator will send, by first-class U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who does not opt-out), including those who also qualify as PAGA Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment, if applicable.
2. Non-Participating Class Members. The Settlement Administrator will send, by first-class U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive a payment under the PAGA Settlement as a PAGA Employee.

Your Settlement check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

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

To opt-out of the Class Settlement, you must submit a written letter indicating a request to be excluded that must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of their Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before **[45 Day Response Deadline]**. Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Settlement Class Members have the right to object to the Class Settlement by submitting a written objection to the Settlement Administrator or presenting their objection at the Final Approval Hearing. To object to the Class Settlement, your written objection must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of their Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection

is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [45-Day Response Deadline]. Section 9 of this Notice has the Settlement Administrator's contact information.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on (Date) at (Time) in Department C-62 of the San Diego Superior Court, located at 330 W Broadway, San Diego, California 92101-3827. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comments from objectors to the Class Settlement, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend on your behalf at your own cost) in person, by telephone, or by using the Court's virtual appearance platform. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything that Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to view the Agreement, the Judgment, or any other Settlement documents is to go to the Settlement Administrator's website at <https://www.ilymgroup.com/>. You can also call or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to <https://odyroa.sdcourt.ca.gov/> and entering the Case Number for the Action (Case No. 37-2022-00017047-CU-OE-CTL). You can also personally review court documents in the civil business office of the San Diego Superior Court in the Hall of Justice, located at 330 West Broadway, San Diego, California 92101, and available via telephone at (619) 450-7275.

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

Class Counsel:

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Joanna Ghosh, Esq.
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Telephone: (818) 265-1020 / Fax: (818) 265-1021

Settlement Administrator:

Lisa Mullins
ILYM Group, Inc.
Email: Lisa@ilymgroup.com
Telephone: (714) 878-8836
Physical Address:
2832 Walnut Ave. Suite C
Tustin, CA 92780
Mailing Address:
PO Box 2031
Tustin, CA 92781

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement 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 will have no way to recover the money received from the Settlement.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address. Section 9 of this Notice has the Settlement Administrator's contact information.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On March 26, 2026, I served the foregoing document(s) described as **[REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on interested parties in this action as follows:

Thomas S. Ingrassia (tingrassia@pettitkohn.com)
Jessica O'Malley (jomalley@PettitKohn.com)
PETTIT KOHN INGRASSIA LUTZ & DOLIN
11622 El Camino Real, Suite 300
San Diego, CA 92130
Additional Email: Kimberly A. Wood (kwood@pettitkohn.com)

Attorneys for Defendant Prism Maritime, LLC

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on March 26, 2026, at Glendale, California.



Brenda Castillo