

## **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

*Helton v. Ameer Bay LLC, et al. Case No. 37-2022-00027268-CU-OE-CTL*

*Helton v. Ameer Bay LLC, et al. Case No. 37-2022-00027280-CU-OE-CTL*

Superior Court of California for the County of San Diego

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class action settlement has been reached between Plaintiff Jordan Keith Helton ("Plaintiff") and Defendants Ameer Bay LLC and Three Saints Bay, LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the cases entitled: (1) *Helton v. Ameer Bay LLC, et al.*, San Diego Superior Court, Case No. 37-2022-00027268-CU-OE-CTL; and (2) *Helton v. Ameer Bay LLC, et al.*, San Diego Superior Court, Case No. 37-2022-00027280-CU-OE-CTL (collectively the "Actions"), which may affect your legal rights. On April 9, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on September 18, 2026, at 10:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

"**Class**" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the time period from July 12, 2018, through May 3, 2023.

"**Class Settlement**" means the settlement and release of Released Class Claims (described in Section III.D below).

"**PAGA**" means the Private Attorneys General Act.

"**PAGA Members**" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period.

"**PAGA Settlement**" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from April 20, 2021, through May 3, 2023.

### **II. BACKGROUND OF THE ACTION**

On April 20, 2022, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On July 12, 2022, Plaintiff filed a Class Action Complaint for Damages in the San Diego County Superior Court, Case No. 37-2022-00027268-CU-OE-CTL (the "Class Action" or "Operative Complaint"). On July 12, 2022, Plaintiff filed a Complaint for Enforcement Under the California Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA") in the San Diego County Superior Court, Case No. 37-2022-00027280-CU-OE-CTL, alleging a single representative cause of action under the PAGA against Defendants (the "PAGA Action"). On March 14, 2025, the Parties filed a Joint Stipulation to Consolidate the Class Action (Case No. 37-2022-00027268-CU-OE-CTL) and the PAGA Action (Case No. 37-2022-00027280-CU-OE-CTL), which was entered by the Court on March 18, 2025, thereby consolidating the Class Action and the PAGA Action, and designating the Class Action as the lead case. Plaintiff alleges that Defendants failed 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 business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties pursuant to PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution,

penalties, interest, and attorneys' fees and costs.

Defendants deny each of the allegations and claims asserted against them in the Actions. However, Defendants nevertheless desire to settle the Actions 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 Actions. Defendants have concluded that, because of the substantial expense of defending against the Actions, 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 Defendants' best interest to settle the Actions.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement").

On April 9, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Jordan Keith Helton as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

S. Emi Minne  
Jill J. Parker  
**Parker & Minne, LLP**  
700 South Flower Street, Suite 1000  
Los Angeles, California 90017  
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
Yasmin Hosseini, Esq.  
Selena Matavosian, Esq.  
**Lawyers for Justice, PC**  
450 North Brand Boulevard, Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The Total Settlement Amount is Five Hundred Thousand Dollars (\$500,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$175,000.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) ("Litigation Costs") to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars (\$5,000.00) to Plaintiff for his services in the Actions; (3) Administration Costs in an amount not to exceed Six Thousand Dollars (\$6,000.00) to the Settlement Administrator; and (4) the amount of Seventy-Five Thousand Dollars (\$75,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"). The PAGA Penalties will be distributed 75% (\$56,250.00) to the LWDA ("LWDA Payment") and the remaining 25% (\$18,750.00) will be distributed to PAGA Members ("Employee PAGA Amount").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members ("Class Workweek Point Value") and multiplied each Class Member's individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of the Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendants separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment"), based on the number of Workweeks of each PAGA Member during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members ("PAGA Workweek Point Value") and multiplied each PAGA Member's individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks Based on Defendants' Records**

According to Defendants' records:

**From July 12, 2018 through May 3, 2023 (i.e., Class Period), you are credited as having worked <<MERGED\_ClassWW>> Workweeks.**

**From April 20, 2021 through May 3, 2023 (i.e., PAGA Period), you are credited as having worked <<MERGED\_PAGAWW>> Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") that: (1) contains the case name and number of the Class Action (*Helton v. Ameer Bay, LLC, et al.*, San Diego Superior Court, Case No. 37-2022-00027268-CU-OE-CTL); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than July 10, 2026**.

#### **C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment**

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$<<MERGED\_ClassAward>>. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$<<MERGED\_PAGAAward>>.**

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

#### **D. Released Claims**

Upon the Effective Date and full funding of the Total Settlement Amount and Defendants' share of any employer payroll taxes, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the Class Action based on the factual allegations in the Class Action, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods and/or pay meal period premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to authorize and permit rest periods and/or pay rest period premiums pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain requisite payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and PAGA Action, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 9-2001, and 16-2001.

“Released Parties” means Defendants, and their present and former divisions, joint ventures, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, transferees, owners, members, investors, executors, representatives, administrators, fiduciaries, assigns, subrogees, executors, profit sharing, savings, health and other employee benefits plans of any nature, the successors of such plans and those plans’ respective trustees, general and limited partners, parents, subsidiaries, joint employers, attorneys, insurers, clients, customers, suppliers, vendors, and related corporations.

**E. Attorneys’ Fees and Litigation Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$175,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Five Thousand Dollars (\$5,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Actions. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

**G. Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars (\$6,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, distributing and responding to inquiries about the Class Notice, determining the timeliness, validity, and/or completion of any objections, Requests for Exclusion, and/or Workweeks Disputes, and calculating all amounts to be paid from the Net Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

Unless you elect to exclude yourself from the Class Settlement, the Preliminary Approval Order and Final Approval Order and Judgment will contain provisions enjoining you, Plaintiff, and the Class Members from prosecuting the claims released herein and enjoining you,

Plaintiff, and the Class Members from initiating or continuing other proceedings regarding the claims released herein, including but not limited to filing any claims for monetary relief of the Released Class Claims before the Division of Labor Standards and Enforcement ("DLSE") or in any forum whatsoever.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

## **B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Class Action (*Helton v. Ameer Bay, LLC, et al.*, San Diego Superior Court, Case No. 37-2022-00027268-CU-OE-CTL); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than July 10, 2026** at the following address:

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Telephone: (888) 250-6810  
Fax: (888) 845-6185  
Email: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

## **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Class Action (*Helton v. Ameer Bay, LLC, et al.*, San Diego Superior Court, Case No. 37-2022-00027268-CU-OE-CTL); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than July 10, 2026**.

## **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department C-68 of the San Diego County Superior Court, located at 330 W. Broadway, Fifth Floor, San Diego, California 92101, on September 18, 2026, at 10:30 a.m, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sdcourt.ca.gov/news/information-regarding-coronavirus-covid-19-and-court-operations>.

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement which is available on the Settlement Administrator's website at <https://ilymgroup.com/AmeeBay>.

You may also view the Settlement Agreement and documents filed in the Actions for a fee by visiting the civil clerk's office, located at 330 West Broadway, San Diego, California 92101, during business hours, or online by visiting the following website: <https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/onlinecaserearch>, clicking "Online Case Search", clicking "Case Number Search," clicking "Civil" on the drop down bar for the case type, clicking San Diego" for the drop down bar for the case location, and typing in the Court Case Number "37-2022-00027268-CU-OE-CTL".

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**