

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

Daniel Dru Montes v. Northern Litho, LLC, *et al.*  
37-2022-00031278-CU-OE-CTL

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

**You may be eligible to receive money** from a class action lawsuit (“Action”) filed against Northern Litho, LLC and Pacific Litho, LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by a former employee Daniel Dru Montes (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of employees (“Class Members”) who worked for Defendants during the Class Period (February 8, 2018 through February 4, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all employees who worked for Defendants during the PAGA Period (August 5, 2021 through February 4, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement resulting in Individual Class Payments to Participating Class Members, and (2) a PAGA Settlement resulting in Individual PAGA Payments to Aggrieved Employees and a PAGA payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Estimated Individual Class Payment» (less withholding) and your Individual PAGA Payment is estimated to be \$«Estimated Individual PAGA Payment».** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0 is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked «Class Workweek» workweeks** during the Class Period and **you worked «PAGA Workweeks» workweeks** during the PAGA Period. If you believe that this information is not accurate, you may submit a request for correction by the Response Deadline listed in Section 4 of this Notice.

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

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert wage claims and PAGA penalty claims against Defendants for the Class Period and PAGA Period.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion to the Administrator. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if you worked during the PAGA Period). In exchange, you will give up your right to assert wage and PAGA claims against Defendants as provided for in the Settlement (“Released Claims”).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is January 23, 2026</b></p>	<p>If you don't want to participate in the class action portion of the proposed Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member, and you will not receive or be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Individual PAGA Payments will be mailed to all Aggrieved Employees as part of the Settlement and Aggrieved Employees must give up their rights to pursue the Released PAGA Claims if the Settlement is granted Final Approval.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by January 23, 2026</b></p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision 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 Class Members. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. 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>
<p><b>You Can Participate in the March 20, 2026 Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on March 20, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>

### 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages and overtime wages, failing to timely pay earned wages, failing to provide legally-required meal periods and rest breaks, failing to provide accurate itemized wage statements, failing to pay all wages due upon separation of employment, failing to reimburse necessary business expenses, and violation of Business and Professions Code sections 17200, *et seq.* Based on the same underlying allegations, Plaintiff has asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Jamie M. Loos from Aegis Law Firm, PC (“Class Counsel.”)

Defendants strongly deny Plaintiff’s claims and allegations, and further deny any violation of law or failure to pay wages or penalties as required. Defendants contend they fully complied with all applicable wage and hour laws.

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

The Court has not made any determination about whether Defendants or Plaintiff are correct about the merits of the dispute. Plaintiff and Defendants have instead agreed to resolve the Action by negotiating a settlement rather than continuing the expensive and time-consuming process of litigation. Plaintiff and Defendants have

entered into a written settlement agreement (“Agreement”) and are now jointly asking the Court to approve the Settlement and enter a judgment ending the Action and enforcing the Agreement. Both sides agree the proposed Settlement is a compromise of disputed claims and is in the best interest of all Parties and Class Members. By agreeing to settle, Defendants do not admit any violations of law or concede the merit of any claims. Plaintiff and Class Counsel strongly believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of Plaintiff’s claims and Defendants’ defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court has 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?**

- A. Defendants Will Pay a Maximum of \$397,250.00 as the Gross Settlement Amount (Gross Settlement). If the Settlement is granted Final Approval, Defendants have agreed to pay the Gross Settlement Amount, which in turn will be used to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and PAGA penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to \$132,416.66 (one-third (1/3) of the Gross Settlement) 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.
  - ii. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. Plaintiff will also receive his Individual Class Payment and Individual PAGA Payment.
  - iii. Up to \$5,500.00 to the Administrator for services administering the Settlement.
  - iv. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% to Individual PAGA Payments that will be sent to Aggrieved Employees based on their PAGA Period Workweeks.
- Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (“Wage Portion”) and 75% to penalties and interest. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. You are advised to seek independent tax advice regarding any tax consequences of the Settlement.
- E. Need to Promptly Cash Payment Checks. The front of the checks issued for Individual Class Payments and Individual PAGA Payments will show the date by when the check expires (the void date). If you don’t cash the check by the void date, the check will be automatically cancelled and the unclaimed check amounts will be donated to a charity, Bet Tzedek Legal Services.

- F. The Proposed Settlement Will be Void if the Court Denies Final Approval. The Court may decline to grant Final Approval of the Settlement or to enter a Judgment. The Court also may enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- G. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- H. Participating Class Members’ Release.  
All Participating Class Members, for themselves, and for their current and former spouses, representatives, agents, attorneys, heirs, administrators, estates, executors, successors, and assigns, hereby release, remise and forever discharge the Released Parties of and from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, debts, liabilities, demands, obligations, guaranties, penalties, costs, expenses, attorneys’ fees, liquidated damages, and all other manner of actions whatsoever, in law or in equity, whether known or unknown, contingent or accrued, that occurred or are alleged to have occurred during the Class Period and that arise out of the claims and allegations asserted in the Action or which reasonably could have been asserted in the Action based on the allegations in the pleadings or Plaintiff’s PAGA Notice.

The Released Parties are Defendants and any of their predecessors, successors, affiliates, subsidiaries, parent entities or companies, investors, partners, current and past employees, insurers, agents, consultants, legal representatives and any other related entities and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors in-interest, and underwriters.

- I. Aggrieved Employees’ PAGA Release.  
All Aggrieved Employees, for themselves, and for their current and former spouses, representatives, agents, attorneys, heirs, administrators, estates, executors, successors, and assigns, hereby release, remise and forever discharge the Released Parties of and from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, debts, liabilities, demands, obligations, guaranties, penalties, costs, expenses, attorneys’ fees, liquidated damages, and all other manner of actions whatsoever, in law or in equity, whether known or unknown, contingent or accrued, that occurred or are alleged to have occurred during the PAGA Period and that arise out of the facts and allegations contained in the pleadings in this Action and Plaintiff’s PAGA Notice.

#### 4. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is also an Aggrieved Employee).

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

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

You will be treated as a Participating Class Member, and you will be fully bound by the Class Settlement including the release of wage claims, unless you notify the Administrator in writing, not later than January 23, 2026 (“Response Deadline”), that you wish to opt-out of the Settlement. To opt out, you must send a

written and signed Request for Exclusion to the Administrator by the Response Deadline. The Request for Exclusion must include your name, residence address, telephone number, email address, and a simple statement that you elect to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) will remain bound by the release of the Released PAGA Claims and will be eligible to receive an Individual PAGA Payment in exchange for giving up their right to assert PAGA claims against Defendants.

## 6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) business days before the March 20, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://ilymgroup.com/NortherLitho> or the Court's website <https://roa.sdcourt.ca.gov/roa/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is January 23, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the action as *Daniel Dru Montes v. Northern Litho, LLC, et al.*, and include your name, current address, telephone number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

## 7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 20, 2026 at 10:30 a.m. in Department C-68 of the San Diego Superior Court, located at 330 W. Broadway, San Diego, Ca 92101. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually.

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

## 8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://ilymgroup.com/NortherLitho>. You can also telephone or send an email to the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://roa.sdcourt.ca.gov/roa/>) and entering the Case Number for the Action, Case No. 37-2022-00031278-CU-0E-CTL.

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

Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Jamie M. Loos

Email Address: [jloos@aegislawfirm.com](mailto:jloos@aegislawfirm.com)

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618

Telephone: (949) 379-6250

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

Mailing Address: P.O. Box 2031, Tustin, CA 92781

Telephone: (888) 250-6810

Fax Number: (888) 845-6185

**9. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

**10. WHAT IF I CHANGE MY ADDRESS?**

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