

FILED
Superior Court of California
County of Los Angeles
09/16/2026

David W. Slayton, Executive Officer / Clerk of Court
By: _____ B. Cumplido Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARSHALL TREVOR STAMM, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC CLAY PRODUCTS, INC; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 24STCV04369

[Assigned for all purposes to Elihu M. Berle,
Department 6]

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Hearing Date: September 1, 2026

Hearing Time: 11:00 am

Hearing Place: Department 6

Complaint Filed: February 21, 2024

FAC Filed: April 29, 2024

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 A preliminary approval hearing was held before this Court on September 1, 2026, at 9:00
3 am, for the purpose of determining, among other things, whether the Settlement was within the range
4 of possible approval and whether notice to the Class Members of its terms and conditions, and the
5 scheduling of a Final Approval Hearing, will be worthwhile. Appearing at the hearing was Sheppard,
6 Mullin, Richter & Hampton LLP on behalf of Defendant Pacific Clay Products, Inc. (“Defendant”),
7 Moon Law Group, PC on behalf of Plaintiff Marshall Trevor Stamm (“Plaintiff”) and the Class.

8 Having reviewed the papers and documents presented, heard the statements of counsel,
9 considered the matter, and made findings and rulings at the hearing,

10 **IT IS HEREBY ORDERED:**

11 1. The following Class is conditionally certified for purposes of settlement only: all
12 persons who worked for Pacific Clay Products, Inc. (“Defendant,”) in California as an hourly, non-
13 exempt employee during the time period from February 21, 2020, to June 19, 2025 (the “Class”).

14 2. The Court grants preliminary approval of the settlement based upon the terms set
15 forth in the First Amended Class Action and PAGA Settlement Agreement (“Settlement
16 Agreement,” “Settlement,” or “Agreement”). Capitalized terms shall have the definitions set forth
17 in the Settlement Agreement.

18 3. The Settlement appears to be fair, adequate and reasonable to the Class. The
19 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
20 only to any objections that may be raised at the final approval hearing and final approval by this
21 Court.

22 4. Plaintiff Marshall Trevor Stamm (“Plaintiff”) is conditionally approved as the Class
23 Representative for the Class.

24 5. The proposed Class Representative Service Payment of \$10,000.00 to Plaintiff for
25 his service as Class Representatives is conditionally approved.

26 6. Moon Law Group, PC are conditionally approved as Class Counsel for the Class.

27 7. The proposed payment of Class Counsel Fees Payment in an amount not to exceed
28 \$81,900.00 and Class Counsel Litigation Expenses Payment for actual litigation costs to Class

1 Counsel in the amount not to exceed \$21,000.00 are conditionally approved.

2 8. A Final Approval hearing on the question of whether the Settlement Agreement, the
3 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class
4 Representative Service Payment should be finally approved as fair, reasonable and adequate as to
5 all Class Members who do not submit a valid and timely request to exclude themselves from the
6 class action Settlement (“Participating Class Members”) is scheduled on the date and time set forth
7 in Paragraph 15 below.

8 9. The Court confirms ILYM Group, Inc. (“ILYM”) as the Administrator.

9 10. The proposed payment of Administration Expenses Payment, not to exceed
10 \$5,650.00, to ILYM for its services is conditionally approved.

11 11. The Court also hereby conditionally approves and orders payment from the Gross
12 Settlement Amount the Private Attorneys General Act of 2004 (“PAGA”) Penalties of \$10,000.00.
13 Seventy-five percent (75%) (i.e., \$ 7,500.00) of the PAGA Penalties will be paid to the California
14 Labor and Workforce Development Agency (“LWDA”) and the remaining twenty-five percent
15 (25%) (i.e., \$2,500.00) of the PAGA Penalties shall be distributed to the Aggrieved Employees
16 eligible to recover their Individual PAGA Payments. The Aggrieved Employees consist of all
17 persons who worked for Pacific Clay Products, Inc. in California as an hourly, non-exempt employee
18 at any time during the period from February 19, 2023, to June 19, 2025. The Administrator will
19 calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’
20 25% share of PAGA Penalties (i.e., \$2,500.00) by the total number of PAGA Period Pay Periods
21 worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each
22 Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility
23 and liability for any taxes owed on their Individual PAGA Payment.

24 12. The Court approves, as to form and content, the Notice of Class Action Settlement
25 and Hearing Date for Final Court Approval (“Class Notice”) is attached hereto as **Exhibit A**. The
26 Court also approves the procedure for Class Members to participate in, to opt out of, and to object
27 to the Settlement as set forth in the Class Notice.

28 13. The Court directs the mailing of the Class Notice via first-class regular U.S. Mail to

Class Members in accordance with the implementation schedule set forth in paragraph 15 below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

14. To facilitate administration of the Settlement Agreement pending final approval, the Court hereby enjoins Plaintiff and all Participating Class Members from filing or prosecuting any claims, suits or administrative proceedings (including, but not limited to, filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) released by the Settlement Agreement (i.e., the Released Class Claims) unless and until such Participating Class Members have filed valid requests for exclusion with the Administrator and the time for filing valid requests for exclusion with the Administrator has not elapsed.

15. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to submit Class Data to Administrator	September 22, 2026
b.	Deadline for Administrator to mail the Class Notice to Class Members	October 6, 2026
c.	Deadline for Class Members to respond	December 7, 2026
e.	Deadline to respond to Objections	December 28, 2026
f.	Deadline to file Administrator's Declaration regarding Class Notice mailing and responses	December 28, 2026
g.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	November 6, 2026
h.	Final Approval Hearing and Final Approval	January 11, 2027, at 9:00 a.m. in Department 6

IT IS SO ORDERED.



Elihu M. Berle

Dated: 9/16/2026

By: Elihu M. Berle / Judge
HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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

***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 an employee class action lawsuit (“Action”) against Pacific Clay Products, Inc. (“Pacific Clay”) for alleged wage and hour violations. The Action was filed by a former Pacific Clay employee, Marshall Stamm (“Plaintiff”), and seeks payment of (1) unpaid wages, penalties, interest, and other relief for a class of hourly, non-exempt employees, who did not sign an arbitration agreement, and worked for Pacific Clay during the Class Period (i.e., February 21, 2020 to June 19, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Pacific Clay during the PAGA Period (i.e., February 19, 2023 to June 19, 2025) (“Aggrieved Employees”).

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

Based on Pacific Clay’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. 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 Pacific Clay’s 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 Pacific Clay’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either 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. Your legal rights are affected whether you act or 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 Pacific Clay to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Pacific Clay.

If you worked for Pacific Clay during the Class Period and/or the PAGA Period, you have two basic 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 Class Period wage claims and PAGA Period penalty claims against Pacific Clay.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. 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 Pacific Clay, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Pacific Clay 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

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Pacific Clay that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is December 7, 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer 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. You cannot opt-out of the PAGA portion of the proposed Settlement. Pacific Clay must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by December 7, 2026	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 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 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.
You Can Participate in the January 11, 2027 at 9:00 a.m. Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on January 11, 2027, at 9:00 a.m. 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.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by December 7, 2026	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Pacific Clay's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by December 7, 2026. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Pacific Clay employee. The Action accuses Pacific Clay of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also 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: Moon Law Group, PC (“Class Counsel.”)

Pacific Clay strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Pacific Clay or Plaintiff is correct on the merits. In the meantime, Plaintiff and Pacific Clay hired an experienced, neutral mediator, Mike Ludwig, in an effort to resolve the Action by negotiating an to end the case by 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 ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Pacific Clay have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Pacific Clay 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 they believe that: (1) Pacific Clay has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims 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 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. Pacific Clay Will Pay \$245,700.00 as the Gross Settlement Amount (“Gross Settlement”). Pacific Clay has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement 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 penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Pacific Clay will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. 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:

A. Up to \$81,900.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$21,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$5,650.00 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. 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") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Pacific Clay are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Pacific Clay will separately pay employer payroll taxes it owes on the Wage Portion. 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.

Although Plaintiff and Pacific Clay 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 Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than December 7, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written Request for Exclusion by the December 7, 2026 Response Deadline. The Request for

Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing 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 Pacific Clay.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Pacific Clay based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Pacific Clay have agreed that, in either case, the Settlement will be void: Pacific Clay will not pay any money and Class Members will not release any claims against Pacific Clay.

8. 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 Challenges over Workweeks, mail and re-mail 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.

9. Participating Class Members' Release. After the Judgment is final and Pacific Clay has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Pacific Clay or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release Released Parties from the "Released Class Claims." The Released Class Claims include all claims asserted in the Operative Complaint and/or arising from the facts alleged in the Operative Complaint or the PAGA Notice, or that could have been raised in the Operative Complaint or the PAGA Notice, based on the facts alleged, including, but not limited to, claims for unpaid wages, overtime, missed meal and rest periods, failure to pay meal/rest period premiums, reimbursement claims, waiting time penalties, off-the-clock claims, rounding claims, and payroll stub/wage statement violations. The Released Class Claims also include alleged violations of Labor Code Sections 201, 202, 203, 204, 206, 215, 216, 218.6, 221, 223, 224, 226, 226.7, 510, 512, 558.1, 1174., 1193.6, 1194, 1194.2, 1197, 1199, and 2802. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiff, the LWDA, And the State of California through Plaintiff as its proxy, and all Aggrieved Employees, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff's Operative Complaint and/or in the PAGA Notice, including, but not limited to alleged PAGA penalties arising from claimed unpaid wages, overtime, missed meal and rest periods, failure to pay meal/rest period premiums, reimbursement claims, waiting time penalties, off-the-clock claims, rounding claims, and payroll stub/wage statement violations. The Released PAGA Claims also include alleged civil penalties for purported violations of Labor Code Sections 201, 202, 203, 204, 206, 215, 216, 218.6, 221, 223, 224, 226, 226.7, 510, 512, 558.1, 1174., 1193.6, 1194, 1194.2, 1197, 1199, 2802. The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or out of the release of the Released Class Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Pacific Clay's records, are stated in the first page of this Notice. You have until December 7, 2026 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Pacific Clay's calculation of Workweeks and/or Pay Periods based on Pacific Clay'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 Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Pacific Clay's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. 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.

2. 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).

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.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Marshall Trevor Stamm v. Pacific Clay Products, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You or your representative must make the request yourself. **The Administrator must be sent your request to be excluded by December 7, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. 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 Pacific Clay are asking the Court to approve. At least 66 days before the January 11, 2027, at 9:00 a.m. 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 for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff 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 _____.

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 December 7, 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 *Marshall Trevor Stamm v. Pacific Clay Products, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Pacific Clay 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.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on January 11, 2027 at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the 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 a decision. You can attend or hire a lawyer to attend. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Pacific Clay 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 _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorney: Kane Moon
Allen Feghali
S. Phillip Song
Morgan W. Simpson
Email Address: kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
psong@moonlawgroup.com
msimpson@moonlawgroup.com
Name of Firm: MOON LAW GROUP, PC
Mailing Address: 725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. 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. If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

11. 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.