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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

18 DWANE TAYLOR, individually, on behalf
19 of all others similarly situated, the State of
20 California, and other aggrieved persons,

Plaintiff,

v.

22 TAYLOR CREATIVE INC. WILL DO
23 BUSINESS IN CALIFORNIA AS TAYLOR
24 CREATIVE GROUP, a corporation;
25 TAYLOR CREATIVE, INC., a corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV012371
Assigned to: Hon. Jill Talley, Dept. 23
Complaint filed: November 29, 2023
Trial Date: Not set.

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

[Consolidated with Case No. 24CV010880]

27 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
28 between Plaintiff Dwane Taylor (“Plaintiff”) and Defendants Taylor Creative Inc. and Taylor

1 Creative, Inc. (collectively “Defendant”). The Agreement refers to Plaintiff and Defendant
2 collectively as “Parties,” or individually as “Party.”

3 **1. DEFINITIONS.**

4 1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against
5 Defendant captioned *Dwane Taylor v. Taylor Creative Inc., et al.*, Sacramento County Superior
6 Court Case No. 23CV012371, filed on November 29, 2023. This matter was consolidated with
7 *Dwane Taylor v. Taylor Creative Inc., et al.*, Sacramento County Superior Court Case No.
8 24CV010880, with Case No. 23CV012371 being the lead case.

9 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
10 appoint to administer the Settlement.

11 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
12 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
13 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
14 Approval of the Settlement.

15 1.4 “Aggrieved Employee” means all current and former employees of Defendant, either
16 directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional
17 employer organization, who worked for Defendant in a non-exempt position in California at any
18 time during the PAGA Period.

19 1.5 “Class” means all current and former employees of Defendant, either directly or through
20 any predecessor, successor, assign, subsidiary, staffing agency, or professional employer
21 organization, employed by Defendant in California as non-exempt employees at any time during
22 the Class Period.

23 1.6 “Class Counsel” means Thiago Coelho, Jennifer Leinbach, Alan Wilcox, and Bradford
24 Smith of Wilshire Law Firm, PLC.

25 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
26 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
27 request approval from the Court of up to one-third (1/3) of the GSA (currently estimated to total
28 \$83,333.33) as attorneys’ fees.

1 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
2 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, to
3 be paid from the Gross Settlement Amount.

4 1.9 “Class Data” means Class Member identifying information in Defendant’s possession,
5 custody, or control, including the Class Member’s name, last-known mailing address, Social
6 Security number, and number of Workweeks and PAGA Pay Periods.

7 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
8 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
9 Class Member who qualifies as an Aggrieved Employee).

10 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
11 current Class Member mailing addresses using all reasonably available sources, methods, and
12 means including, but not limited to, the National Change of Address database, skip traces, and
13 direct contact by the Administrator with Class Members.

14 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
15 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,
16 without material variation, attached as Exhibit A and incorporated by reference into this
17 Agreement.

18 1.13 “Class Period” or “Class Settlement Period” means the period from November 29, 2019,
19 through the date on which the Court issues an order preliminarily approving this Settlement.

20 1.14 “Class Representative(s)” means the named Plaintiff(s) in the Action.

21 1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the
22 payment to the Class Representative for initiating the Action and providing services in support of
23 the Action.

24 1.16 “Court” means the Superior Court of California, County of Sacramento.

25 1.17 “Defendant” collectively means named Defendant Taylor Creative Inc.

26 1.18 “Defense Counsel” means David Fishman and Janet S. Soutanian of Ballard Rosenberg
27 Golper & Savitt, LLP.

28 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the

1 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
3 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
4 one or more Participating Class Members objects to the Settlement, the day after the deadline for
5 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
6 the day after the appellate court affirms the Judgment and issues a remittitur.

7 1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

8 1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
9 of the Settlement.

10 1.22 "Final Judgment" means the Judgment entered by the Court upon granting Final
11 Approval of the Settlement.

12 1.23 "Gross Settlement Amount" or "GSA" means \$250,000.00, which is the total amount
13 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

14 1.24 "Individual Class Payment" means the Participating Class Member's pro rata share of
15 the Net Settlement Amount calculated according to the number of Workweeks worked during the
16 Class Period.

17 1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
18 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
19 the PAGA Period.

20 1.26 "Judgment" means the judgment entered by the Court based upon the Final Approval.

21 1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency
22 entitled, under Labor Code section 2699, subd. (i).

23 1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
24 under Labor Code section 2699, subd. (i).

25 1.29 "Net Settlement Amount" means the Gross Settlement Amount, less the following
26 payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class
27 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration
28 Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class

1 Payments.

2 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
3 Settlement by sending the Administrator a valid and timely Request for Exclusion.

4 1.31 “Operative Class Complaint” means the operative class action complaint filed in the
5 Class Action.

6 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

7 1.33 “PAGA Notice” means Plaintiff’s January 30, 2024, letter (LWDA-CM-1008206-24) to
8 the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

9 1.34 “PAGA Pay Period” means any pay period during which an Aggrieved Employee
10 worked for Defendant for at least one day during the PAGA Period.

11 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
12 Gross Settlement Amount (\$10,000.00), allocated 25% to the Aggrieved Employees (\$2,500.00)
13 and 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

14 1.36 “PAGA Period” means the period from March 30, 2023, through the date on which the
15 Court issues an order preliminarily approving this Settlement.

16 1.37 “Participating Class Member” means a Class Member who does not submit a valid and
17 timely Request for Exclusion from the Settlement.

18 1.38 “Plaintiff” means Dwane Taylor, the named plaintiff in the Action.

19 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
20 Settlement.

21 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2
22 below.

23 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph
24 5.3 below.

25 1.42 “Released Parties” means Defendant and its officers, directors, managerial employees,
26 and agents.

27 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be
28 excluded from the Class Settlement signed by the Class Member.

1 1.44 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class
2 Members and Aggrieved Employees and shall be the last date on which Class Members may: (a)
3 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
4 her Objection to the Settlement. Class Members to whom Notice packets are resent after having
5 been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar
6 days beyond the Response Deadline has expired.

7 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the
8 Judgment.

9 1.46 “Workweek” means any week during which a Class Member worked for Defendant for
10 at least one day during the Class Period.

11 **2. RECITALS.**

12 2.1 On November 29, 2023, Plaintiff filed the Class Action alleging Defendant (1) failed to
13 pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide
14 meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages
15 at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify
16 employees for expenditures; (8) failed to produce requested employment records; and (9) violated
17 California’s Unfair Competition Law, California Business and Professions Code section 17200,
18 *et seq.* On January 30, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to
19 the LWDA and Defendant that Plaintiff intended to proceed with a representative action under
20 PAGA through the PAGA Notice. On June 3, 2024, Plaintiff filed a separate action seeking
21 recovery of civil penalties pursuant to PAGA (the “PAGA Action”). On December 14, 2024, the
22 Court consolidated the PAGA Action into the Action, with the Action designated as the lead case.

23 2.2 Defendant denies the allegations in the Action, denies any failure to comply with the
24 laws identified in the Action, and denies any and all liability for the causes of action alleged in
25 the Action.

26 2.3 On April 30, 2025, the Parties participated in an all-day mediation presided over by
27 mediator Marc Feder, Esq. With the help of the Mediator, the Parties were able to reach an
28 agreement on general settlement terms at mediation. The Parties executed a Memorandum of

1 Understanding shortly thereafter.

2 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
3 of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a
4 representative sampling of time and payroll data for Class Members and the necessary policy
5 documents through informal discovery to properly evaluate the strengths and weakness of the
6 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
7 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
8 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
9 130 (2008) ("*Dunk/Kullar*").

10 2.5 The Court has not granted class certification because the Parties engaged in mediation
11 before any class certification.

12 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
13 other pending matter or action asserting claims that will be extinguished or affected by the
14 Settlement.

15 3. **MONETARY TERMS.**

16 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
17 Defendant will pay \$250,000.00 to fully settle, resolve, and extinguish all claims asserted in the
18 Action, including without limitation all claims asserted in the PAGA Notice. The Gross
19 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
20 wage portions of the Individual Class Payments, which Defendant will pay separately. The Gross
21 Settlement Amount includes a \$50,000.00 credit for 19 Class Member releases obtained by
22 Defendant following the filing of the Action. As a result, only \$200,000.00 of the Gross
23 Settlement Amount, plus employer taxes for wages, remains currently unpaid by Defendant.

24 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
25 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
26 in the Final Approval:

27 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
28 \$2,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the

1 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
2 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part
3 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek
4 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the
5 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
6 Enhancement Award less than the amount requested, the Administrator will retain the remainder
7 in the Net Settlement Amount to be distributed to Participating Class Members. The
8 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
9 responsibility and liability for employee taxes owed on the Enhancement Award.

10 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
11 of the GSA, which is currently estimated to be \$83,333.33, and a Class Counsel Litigation
12 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.
13 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses
14 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise
15 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
16 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
17 remainder to the Net Settlement Amount for distribution to Participating Class Members.
18 Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising
19 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
20 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
21 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
22 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
23 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
24 from any dispute or controversy regarding any division or sharing of any of these Payments.

25 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
26 exceed \$7,000.00 except for a showing of good cause and as approved by the Court. To the extent
27 the Administration Costs are less or the Court approves payment of less than requested, the
28 Administrator will retain the remainder in the Net Settlement Amount to be distributed to

1 Participating Class Members.

2 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
3 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
4 Participating Class Members during the Class Period, and (b) multiplying the result by each
5 individual Participating Class Member's Workweeks.

6 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
7 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
8 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
9 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
10 Member's Individual Class Payment will be allocated to the settlement of claims for interest and
11 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
12 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
13 responsibility and liability for any employee taxes owed on their Individual Class Payment, except
14 for employer taxes on wages, which will be paid by Defendant.

15 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
16 Class Payments. Non-Participating Class Members will not receive any Individual Class
17 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
18 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

19 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
20 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the
21 LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

22 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
23 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$17,500.00)
24 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
25 Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay
26 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
27 Individual PAGA Payment.

28 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,

1 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
2 Participating Class Members. The Administrator will report the Individual PAGA Payments on
3 IRS 1099 Forms.

4 **4. SETTLEMENT FUNDING AND PAYMENTS.**

5 4.1 Class Workweeks and Aggrieved Employee Workweeks. Defendant represents there are
6 104 Class Members who collectively worked a total of 9,900 Workweeks during the Class Period.

7 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval
8 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
9 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
10 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
11 and for no other purpose, and restrict access to the Class Data to Administrator employees who
12 need access to the Class Data to effect and perform under this Agreement. Defendant has a
13 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
14 class member identifying information and to provide corrected or updated Class Data as soon as
15 reasonably feasible. Without any extension of the deadline by which Defendant must send the
16 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
17 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
18 Data.

19 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
20 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
21 the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

22 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
23 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
24 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
25 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
26 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
27 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
28 Individual Class Payments and Individual PAGA Payments.

1 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
2 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
3 face of each check shall prominently state the date (180 days after the date of mailing) when the
4 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
5 Void Date. The Administrator will send checks for Individual Settlement Payments to all
6 Participating Class Members (including those for whom the Class Notice was returned
7 undelivered). The Administrator will send checks for Individual PAGA Payments to all
8 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
9 Employees (including those for whom Class Notice was returned undelivered). The Administrator
10 may send Participating Class Members a single check combining the Individual Class Payment
11 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
12 must update the recipients’ mailing addresses using the National Change of Address Database.

13 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
14 Members whose checks are returned undelivered without USPS forwarding address. Within seven
15 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
16 forwarding address provided or to an address ascertained through the Class Member Address
17 Search. The Administrator need not take further steps to deliver checks to Class Members whose
18 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
19 replacement check to any Class Member whose original check was lost or misplaced, requested
20 by the Class Member prior to the void date.

21 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
22 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
23 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
24 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
25 California Code of Civil Procedure Section 384, subd. (b).

26 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
27 not obligate Defendant to confer any additional benefits or make any additional payments to Class
28 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

1 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
2 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
3 Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against
4 all Released Parties as follows:

5 5.1 **Plaintiff's Release.** Plaintiff discharges Released Parties from all claims,
6 transactions, or occurrences, that occurred during the Class Period, including all claims that were,
7 or reasonably could have been, alleged, based on the facts contained in the Action; and claims
8 under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the
9 Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law
10 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
11 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
12 social security benefits, workers' compensation benefits that arose at any time, or based on
13 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
14 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
15 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
16 notwithstanding such different or additional facts or Plaintiff's discovery of them.

17 5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For
18 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
19 and benefits, if any, of section 1542 of the California Civil Code, which reads:

20 A general release does not extend to claims that the creditor or releasing party does
21 not know or suspect to exist in his or her favor at the time of executing the release,
22 and that if known by him or her would have materially affected his or her settlement
23 with the debtor or Released Party.

24 5.2 **Released Class Claims:** All Participating Class Members will waive and release the
25 Released Parties from any and all claims, rights, demands, liabilities, and causes of action alleged
26 or which could have reasonably been alleged based on the Class Period facts alleged in the
27 operative complaint. The Released Class Claims are those that accrued during the Settlement
28 Class Period (collectively the "Released Class Claims").

1 5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-
2 Participating Class Members who are Aggrieved Employees, and the State of California are all
3 claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on
4 the facts alleged in the PAGA Notice and/or the operative complaint in the PAGA Action. The
5 Released PAGA Claims are those that accrued during the PAGA Period (collectively the
6 “Released PAGA Claims”).

7 6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for
8 preliminary approval (“Motion for Preliminary Approval”).

9 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining
10 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
11 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
12 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
13 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
14 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
15 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
16 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
17 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
18 to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant
19 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In
20 their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other
21 pending matter or action asserting claims that will be extinguished or adversely affected by the
22 Settlement.

23 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
24 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
25 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
26 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
27 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

28 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

1 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
 2 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
 3 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
 4 Preliminary Approval or conditions Preliminary Approval on any material change to this
 5 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
 6 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
 7 otherwise satisfy the Court's concerns.

8 **7. SETTLEMENT ADMINISTRATION.**

9 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
 10 as the Administrator and verified that, as a condition of appointment, the Administrator agrees to
 11 be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
 12 in exchange for payment of Administration Costs. The Parties and their Counsel represent that
 13 they have no interest or relationship, financial or otherwise, with the Administrator other than a
 14 professional relationship arising out of prior experiences administering settlements.

15 7.2 Employer Identification Number. The Administrator shall have and use its own
 16 Employer Identification Number for purposes of calculating payroll tax withholdings and
 17 providing reports to state and federal tax authorities.

18 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
 19 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
 20 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
 21 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
 22 to Participating Class Members.

23 7.4 Notice to Class Members.

24 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
 25 shall notify Class Counsel that the list has been received and state the number of Class Members,
 26 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

27 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
 28 after receiving the Class Data, the Administrator will send to all Class Members identified in the

1 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
2 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
3 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
4 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
5 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
6 Notices, the Administrator shall update Class Member addresses using the National Change of
7 Address database.

8 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
10 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
11 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
12 Notice to the most current address obtained. The Administrator has no obligation to make further
13 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
14 USPS a second time.

15 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
16 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days
17 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice
18 is re-mailed. The Administrator will inform the Class Member of the extended deadline with the
19 re-mailed Class Notice.

20 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
21 discovers any persons who believe they should have been included in the Class Data and should
22 have received Class Notice, the Parties will expeditiously meet and confer in person or by
23 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
24 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
25 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
26 requiring them to exercise options under this Agreement not later than 14 days after receipt of
27 Class Notice, or the deadline dates in the Class Notice, whichever are later.

28 7.5 Requests for Exclusion (Opt-Outs).

1 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
2 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
3 later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for
4 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
5 Member or his/her representative that reasonably communicates the Class Member's election to
6 be excluded from the Settlement and includes the Class Member's name, address and email
7 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
8 or postmarked by the Response Deadline.

9 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
10 to contain all the information specified in the Class Notice. The Administrator shall accept any
11 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
12 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
13 determination shall be final and not appealable or otherwise susceptible to challenge. If the
14 Administrator has reason to question the authenticity of a Request for Exclusion, the
15 Administrator may demand additional proof of the Class Member's identity. The Administrator's
16 determination of authenticity shall be final and not appealable or otherwise susceptible to
17 challenge.

18 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
19 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
20 bound by all terms and conditions of the Settlement, including the Participating Class Members'
21 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
22 Class Member actually receives the Class Notice or objects to the Settlement.

23 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
24 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
25 right to object to the class action components of the Settlement. Because future PAGA claims are
26 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
27 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
28 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

1 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty) days
2 after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class
3 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
4 PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may
5 challenge the allocation by communicating with the Administrator via fax, email or mail. The
6 Administrator must encourage the challenging Class Member to submit supporting
7 documentation. In the absence of any contrary documentation, the Administrator is entitled to
8 presume that the Workweeks contained in the Class Notice are correct so long as they are
9 consistent with the Class Data. The Administrator's determination of each Class Member's
10 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
11 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
12 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
13 the Administrator's determination of the challenges.

14 7.7 Objections to Settlement.

15 7.7.1 Only Participating Class Members may object to the class action components of the
16 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
17 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
18 Payment and/or Enhancement Award.

19 7.7.2 Participating Class Members may send written objections to the Administrator, by
20 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
21 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
22 Participating Class Member who elects to send a written objection to the Administrator must do
23 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
24 14 days for Class Members whose Class Notice was re-mailed).

25 7.7.3 Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

27 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
28 performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
2 maintain and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
5 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
6 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
7 Administrator will also maintain and monitor an email address and a toll-free telephone number
8 to receive Class Member calls, faxes and emails.

9 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
11 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
12 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
13 and other identifying information of Class Members who have timely submitted valid Requests
14 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
15 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
16 Exclusion from Settlement submitted (whether valid or invalid).

17 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
18 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
19 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
20 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
21 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
22 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
23 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
24 objections received.

25 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
26 authority to address and make final decisions consistent with the terms of this Agreement on all
27 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
28 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

1 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which
2 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
3 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
4 Court attesting to its due diligence and compliance with all of its obligations under this
5 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
6 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
7 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
8 of written objections and attach the Exclusion List. The Administrator will supplement its
9 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
10 for filing the Administrator's declaration(s) in Court.

11 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
13 and Defense Counsel with a final report detailing its disbursements by employee identification
14 number only of all payments made under this Agreement. At least 15 days before any deadline
15 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
16 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
17 payments required under this Agreement. Class Counsel is responsible for filing the
18 Administrator's declaration in Court.

19 8. ESCALATOR CLAUSE. Defendant represents there are 104 Class Members who
20 collectively worked a total of 9,900 Workweeks during the Class Period. In the event the number
21 of Workweeks during the Class Period increases by more than 10%, or an additional 990
22 Workweeks, then Defendant shall have the choice of (i) increasing the GSA on a proportional
23 basis above 10% (i.e., if there is an 11% increase in the number of Workweeks during the Class
24 Period, Defendant agrees to increase the GSA by 1%); or (ii) electing to end the Class Period on
25 the date that the number of Workweeks reaches 10,800 Workweeks (9,900 Workweeks + 990
26 Workweeks). Counsel for Defendant will verify the total Workweek count prior to Preliminary
27 Approval and, if the escalator is triggered, advise of its election. Defendant will have the right to
28 void this Settlement if more than 10% of the Settlement Class Members submit valid and timely

1 opt-outs to the Settlement.

2 9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the valid Requests for Exclusion identified
3 in the Exclusion List represent more than an aggregate total of 10% of Class Members (i.e. more
4 than 10 opt-outs), Defendant may, but is not obligated, to elect to withdraw from the Settlement.
5 The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no
6 force or effect whatsoever, and that neither Party will have any further obligation to perform under
7 this Agreement; provided, however, Defendant will remain responsible for paying all Settlement
8 Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court
9 of its election to withdraw not later than five (5) business days after the Administrator sends the
10 final Exclusion List to Defense Counsel; late elections will have no effect.

11 10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
12 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
13 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
14 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
15 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts
16 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
17 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
18 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

19 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
20 by a Participating Class Member, including the right to file responsive documents in Court no
21 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
22 accepted by the Court.

23 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
24 Approval on any material change to the Settlement (including, but not limited to, the scope of
25 release to be granted by Class Members), the Parties will expeditiously work together in good
26 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
27 Approval. The Court's decision to award less than the amounts requested for the Enhancement
28 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or

1 Administrator Costs Payment shall not constitute a material modification to the Agreement within
2 the meaning of this paragraph.

3 10.3 Continuing Jurisdiction of the Court. The Parties agree that, pursuant to Code of Civil
4 Procedure section 664.6, after entry of Judgment, the Court will retain jurisdiction over the
5 Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
6 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
7 Judgment matters as are permitted by law.

8 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
10 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
11 counsel, and all Participating Class Members who did not object to the Settlement as provided in
12 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
13 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
14 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
15 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
16 obligations to perform under this Agreement will be suspended until such time as the appeal is
17 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
18 of the Net Settlement Amount.

19 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted
22 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
23 expeditiously work together in good faith to address the appellate court's concerns and to obtain
24 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
25 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
26 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
27 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
28 Settlement Amount remains unchanged.

1 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
3 amended judgment.

4 12. **ADDITIONAL PROVISIONS.**

5 12.1 No Admission of Liability, Class Certification or Representative Manageability for
6 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
7 claims. Nothing in this Agreement is intended or should be construed as an admission by
8 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
9 any liability for any claims asserted; nor should it be intended or construed as an admission by
10 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
11 certification and representative treatment is for purposes of this Settlement only. If, for any
12 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
13 reserves the right to contest certification of any class for any reason, Defendant reserves all
14 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
15 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
16 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
17 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
18 Settlement and this Agreement).

19 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
20 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
21 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
22 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
23 or indirectly, specifically or generally, to any person, corporation, association, government
24 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
25 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
26 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
27 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
28 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,

1 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
2 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
3 communication, before the filing of the Motion for Preliminary Approval, with any third party
4 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
5 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
6 communications with Class Members in accordance with Class Counsel’s ethical obligations
7 owed to Class Members.

8 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
11 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
12 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

13 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
20 its terms, and to execute any other documents reasonably required to effectuate the terms of this
21 Agreement including any amendments to this Agreement.

22 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

1 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
13 to the benefit of, the successors of each of the Parties.

14 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting.

20 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

1 12.16 Notice. All notices, demands, or other communications between the Parties in
2 connection with this Agreement will be in writing and deemed to have been duly given as of the
3 third business day after mailing by United States mail, or the day sent by email or messenger,
4 addressed as follows:

5 To Plaintiff:

6 **WILSHIRE LAW FIRM**

7 Thiago Coelho (SBN 324715)
8 thiago.coelho@wilshirelawfirm.com
9 Jennifer Leinbach (SBN 281404)
10 jennifer.leinbach@wilshirelawfirm.com
11 Alan Wilcox (SBN 287476)
12 alan.wilcox@wilshirelawfirm.com
13 Bradford Smith (SBN 345879)
14 bradford.smith@wilshirelawfirm.com
15 3055 Wilshire Blvd., 12th Floor
16 Los Angeles, California 90010
17 Telephone: (213) 381-9988
18 Facsimile: (213) 381-9989

19 To Defendant:

20 David Fishman (SBN 217608)
21 dfishman@brgslaw.com
22 Janet S. Soultanian (SBN 252602)
23 jsoultanian@brgslaw.com
24 BALLARD ROSENBERG GOLPER & SAVITT, LLP
25 15760 Ventura Blvd., 18th Fl.
26 Encino, CA 91436
27 Telephone: (818) 508-3700
28 Facsimile: (818) 506-4827

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts
by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement
shall be accepted as an original. All executed counterparts and each of them will be deemed to be
one and the same instrument if counsel for the Parties will exchange between themselves signed
counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

1 agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section
2 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 will be
3 extended for the entire period of this settlement process.

4 12.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
5 and binding upon all Parties within the provisions of Code of Civil Procedure section 664.6 and
6 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant
7 to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions
8 that otherwise might apply under federal or state law. The Parties further agree and intend that
9 the Sacramento County Superior Court may enforce this Agreement pursuant to Code of Civil
10 Procedure section 664.6.

11 **IT IS SO AGREED.**

12
13 By the Parties:

14
15 DATED: 6/3/2025

Signed by:

C92539727E034A1...

16
17 Plaintiff Dwane Taylor

18
19 DATED: 6/4/25

20
21 Defendant Taylor Creative Inc.

22 By: Mary Taylor

23 Title: CFO

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EXHIBIT A

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

Dwane Taylor v. Taylor Creative Inc., et al.
Sacramento County Superior Court, Case No(s). 23CV012371

***The Sacramento County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuit (“Action”) against Taylor Creative Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Dwane Taylor, and seeks (1) payment of unpaid wages and other relief for a class of current and former non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (November 29, 2019 through [REDACTED]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (March 30, 2023 through [REDACTED]) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class 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 didn’t 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 you worked [REDACTED] PAGA Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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 not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have 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 Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant Taylor Creative Inc. at some point(s) between November 29, 2019 through _____, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is March 30, 2023 through _____.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Sacramento County Superior Court. The case is titled *Dwane Taylor v. Taylor Creative Inc.*, Case No(s). 23CV012371. The person who sued, Dwane Taylor, is the Plaintiff, and the company sued, Taylor Creative Inc., is the Defendant.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify employees for all necessary business expenditures; (8) failure to produce requested employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.*; and (10) civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former employees of Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, who worked for Defendant in California in a non-exempt position at any time from November 29, 2019 through [REDACTED].

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

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///
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THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“Gross Settlement Amount” or “GSA”) of \$250,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third (1/3) of the GSA, currently estimated to total \$83,333.33, and reimbursement for reasonable costs; an Enhancement Award of \$2,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$10,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ILYM Group, Inc., in an amount not to exceed \$_____. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The Gross Settlement Amount includes a \$50,000.00 credit for 19 Class Member releases obtained by Defendant following the filing of the Action. As a result, only \$200,000.00 of the Gross Settlement Amount, plus employer taxes for wages, remains currently unpaid by Defendant. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$_____. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$10,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$7,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$2,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period. Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on an IRS Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on an IRS Form W-2.

Individual PAGA Payment: If you worked for Defendant from March 30, 2023, through _____ (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date and the Court's approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees after the Settlement is fully funded, which will not occur until approximately 21 days after the Effective Date.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's officers, directors, executive-level employees, and agents ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Released Class Claims: All Class Members who do not timely and valid request for exclusion will waive and release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the Class Period facts alleged in the operative complaint. The Released Class Claims are those that accrued during the Settlement Class Period.

Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the State of California are all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in Plaintiff's PAGA Notice and/or the operative complaint in the PAGA Action. The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 60 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

ILYM Group, Inc.
Taylor Creative Inc. Settlement
XXXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 60 days after Class Notice is mailed.

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QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM

Thiago Coelho (SBN 324715)
Thiago.coelho@wilshirelawfirm.com
Jennifer Leinbach (SBN 281404)
jennifer.leinbach@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$83,333.33 (or one-third of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of reasonable litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Dwane Taylor in the amount of \$2,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, at the following address:

ILYM Group, Inc.
Taylor Creative Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 23 of the Sacramento County Superior Court located at 720 9th Street, Sacramento, CA 95814, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

If you desire to appear remotely at the Final Approval Hearing, you may join via the following zoom link or phone number for the Department:

To join by Zoom link: - <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>
To join by phone: (833) 568-8864 / ID: 16108301121

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, ILYM Group, Inc., by calling toll free 1-800-XXXXX, or you can write to the Administrator at the following address:

ILYM Group, Inc.
Taylor Creative Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

PLEASE DO NOT TELEPHONE THE COURT OR TAYLOR CREATIVE INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.