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**FILED**  
Superior Court of California  
County of Los Angeles

07/17/2025

David W. Stryker, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
SPRING STREET COURTHOUSE**

ELMAN WONG, an individual, and on behalf  
of all similarly situated employees,

Plaintiff,

v.

TOPOCEAN CONSOLIDATION SERVICE  
INC., a California Corporation, and TOPLAND  
LOGISTICS, INC.; a California Corporation;  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV19120

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Assigned for all purposes to:  
Hon. Stuart Rice, Dept. 1

Date: July 17, 2025  
Time: 10:30 a.m.

Complaint Filed: July 30, 2024  
Trial Date: None Yet Set

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3  
4 **~~PROPOSED~~ ORDER**

5 On July 17, 2025, Plaintiff ELMAN WONG’S (“Plaintiff”) Motion for Preliminary  
6 Approval of Class Action Settlement (“Motion”) came on for hearing in Department <sup>i</sup>1 of the  
7 Superior Court of California, County of Los Angeles. The Court, having fully reviewed the motion  
8 for preliminary approval of class action settlement; points and authorities and declarations filed in  
9 support; and Stipulation of Class Action Settlement and Release (“Settlement”), including the  
10 Notice of Class Action Settlement (“Notice”), Objection Form, and Exclusion Form; and in  
11 recognition of the Court’s duty to make a preliminary determination as to the reasonableness of  
12 any proposed Class Action settlement, and if preliminarily determined to be reasonable, to ensure  
13 proper notice is provided to Class Members in accordance with due process requirements, and to  
14 set a Final Fairness Hearing to consider the proposed Settlement as to the good faith, fairness,  
15 adequacy and reasonableness of any proposed settlement.  
16

17 **IT IS HEREBY ORDERED:**

18 1. The Settlement Agreement entered into by and between Plaintiff individually and  
19 on behalf of Class Members (defined below) and Defendants TOPOCEAN CONSOLIDATION  
20 SERVICE (LOS ANGELES) INC. (which was erroneously sued as “TOPOCEAN  
21 CONSOLIDATION SERVICE INC.”) (“Topocean”), and TOPLAND LOGISTICS INC.  
22 (“Topland”) (collectively, Topocean and Topland shall be referred to as the “Defendants”) the  
23 settlement is preliminarily approved, as the terms of the settlement are found to be fair, adequate  
24 and, reasonable.  
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1           2.       The following class is conditionally certified for settlement purposes only: all non-  
3 exempt individuals who or were employed by Defendants during the period of July 31, 2020  
4 through April 30, 2025 (“Class Period”).

5           3.       Named Plaintiff Elman Wong is appointed as the Class Representative. Amir  
6 Seyedfarshi of Employment Rights Lawyers, is appointed as Class Counsel.

7           4.       The Parties’ proposed notice plan is hereby approved as the best notice practicable.  
8 The proposed Settlement Class Notice is attached hereto as **Exhibit A** and is sufficient to inform  
9 the Class Members of the terms of the Settlement Agreement, their rights to receive monetary  
10 payments under the Settlement Agreement, their right to exclude themselves from the Settlement  
11 and their right to object to the Settlement. The Court finds the notice requirements of Rules of  
12 Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice adequately advises Class  
13 Members of their rights under the Settlement. Any request for Exclusion or objection shall be  
14 submitted to the Settlement Administrator rather than filed with the Court. Counsel for the Parties  
15 are authorized to correct any typographical errors that may be discovered in the Notice Packet  
16 and make clarification, to the extent some are found or needed, so long as the corrections do not  
17 materially alter the substance of the Notice Packet.  
18

19           5.       ILYM Group, Inc. (“Settlement Administrator”) is appointed to act as the  
20 Settlement Administrator pursuant to the terms of the Settlement Agreement. Within fifteen (15)  
21 days of the date of this order, Defendants will provide the Settlement Administrator with the class  
22 information necessary to facilitate the mailing of the Notice Packet. No more than fourteen (14)  
23 days after receiving the class information, the Settlement Administrator shall mail the Notice  
24 Packet to all Settlement Class Members by regular First-Class Mail. The Settlement  
25 Administrator is ordered to carry out the Settlement according to the terms of the Settlement  
26 Agreement and in conformity with this Order, including disseminating the Notice Packet  
27 according to the notice plan described in the Settlement Agreement in English, Chinese, and  
28 Spanish. The Settlement Administrator shall file a declaration concurrently with the filing of any  
final approval, authenticating a copy of every Exclusion Form and Objection Form received by

1 the Settlement Administrator. The Settlement Administrator will give notice to any objecting  
3 party of any continuance of the hearing for final approval. Based upon the cost estimate submitted  
4 by ILYM Group, Inc., the Court preliminarily approves administration costs in the amount of  
5 eight thousand five hundred and fifty dollars (\$8,550.00).

6 6. The notice response deadline will be sixty (60) calendar days from the date of the  
7 initial mailing of the Notice. The procedures and sixty (60) calendar day deadline for members of  
8 the class to request exclusion from or to object to the Settlement is adopted as described in the  
9 Settlement Agreement, and the Exclusion Form is attached hereto. Any Class Member who intends  
10 to object to final approval of the Settlement Agreement must submit a written objection to the  
11 Settlement Administrator by mail, email or fax in accordance with the Settlement Agreement. Any  
12 opposition or reply to any objection or the motion for final approval will be due according to Code  
13 of Civil Procedure section 1005. An objecting party is not required to personally, or through  
14 counsel, appear at the hearing on the motion for final approval for that party's objection to be  
15 considered nor is an objecting party required to file or serve, or state in the objection a notice of  
16 intention to appear at the hearing on the motion for final approval.

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18  
19 7. The Parties are ordered to carry out the settlement according to the terms of the  
20 Settlement Agreement.

#### 21 **RELEVANT DATES AND DEADLINES**

22  
23 8. Defendants shall provide the Settlement Administrator with the following  
24 information that is within Defendants' possession for each Class Member: (1) each Class  
25 Member's first and last name; (2) last known mailing address; (3) social security number; and (4)  
26 total number of workweeks during which the Class Member performed work during the Class  
27 Period as a member of the Class. The data contained in the database shall remain confidential and  
28 shall not be disclosed to anyone, except to applicable taxing authorities and as needed by the

1 Settlement Administrator to carry out the reasonable efforts required by the Settlement, or pursuant  
3 to express written authorization by Defendants or by order of the Court. The Settlement  
4 Administrator shall be authorized to use any reasonable practices to locate Class Members in order  
5 to provide them with the Notice Packet and/or Settlement Payments. Neither Class Counsel nor  
6 the Settlement Administrator may use the database for any purpose other than to administer the  
7 Settlement as provided in the Settlement.  
8

9         9.       Within 14 days after Settlement Administrator receives Class Data, the Settlement  
10 Administrator will mail a copy of the Notice Packet to all Class Members via first-class United  
11 States Postal Service (“USPS”). The Settlement Administrator will engage in address searches  
12 consistent with their normal practices in settlements of wage claims, including skip tracing. Any  
13 returned envelopes from this mailing with forwarding address will be utilized by the Settlement  
14 Administrator to forward the Notice Packet to the Class Members.  
15

16         10.      Each Notice will list the total workweeks worked by the Class Members during the  
17 Class Period. To the extent a Class Member disputes the information listed on his or her Notice,  
18 the Class Member may produce evidence to the Settlement Administrator showing the number of  
19 weeks the Class Member contends to have worked during the Class Period. If there is a dispute,  
20 the Settlement Administrator will consult with the Parties to determine whether an adjustment is  
21 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,  
22 any Individual Settlement Payments under the terms of this Agreement. The Settlement  
23 Administrator’s determination of the eligibility for and amount of any Individual Settlement  
24 Payment shall be binding upon the Class Members and the Parties.  
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1           11. All requests for exclusions must be submitted within sixty (60) calendar days of the  
3 mailing of the class notice.

4           12. All written objections must be mailed to the Settlement Administrator and be  
5 postmarked within sixty (60) calendar days of the mailing of the class notice. Any Objection must  
6 be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class  
7 Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or  
8 the Employee ID number; and (3) the basis for the objection.

9  
10           13. The Court will conduct a Final Fairness Hearing on Revised at  
11 FORUM to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and  
12 should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to  
13 Class Counsel; and (3) the amount of Enhancement Payment to the Class Representative. If the  
14 settlement is finally approved by the Court, Defendants will receive a release of claims as set forth  
15 in the Settlement Agreement.

16  
17           14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed per  
18 code.

19  
20           15. The Court reserves the right to continue the date of the Final Fairness Hearing  
21 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all  
22 further applications arising out of or in connection with the Settlement.

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3 16. In the event the Settlement is not finally approved, or otherwise does not become  
4 effective in accordance with the terms of the Settlement, this Order shall be rendered null and void  
5 and shall be vacated, and the Parties shall revert to their respective positions as of before entering  
6 into the settlement.  
7

8  
9 Dated: 07/17/2025  
10



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge  
~~HON. STUART RICE~~  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT A



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

*Elman Wong v. Topocean Consolidation Service, Inc., et al.*  
Superior Court of California, County of Los Angeles, Case No. 24STCV19120

***The Superior Court for the State of California authorized this Notice to be sent by ILYM Group, Inc., the Settlement Administrator (the “Administrator”).***

***This is not junk mail or spam, nor is this Notice an advertisement or solicitation by a lawyer.***  
***Please read this Notice carefully!***  
***You are not being sued.***

**You are hereby notified that you may be eligible to receive money** as the result of a Class Action Lawsuit (“Action”) filed by Mr. Elman Wong (“Plaintiff”) against Topocean Consolidation Service (Los Angeles) Inc. (“Topocean”) and Topland Logistics, Inc. (“Topland”) (collectively, Topocean and Topland will be referred to in this Notice as the “Defendants”). The Action was filed by a former employee of Topland, Mr. Elman Wong (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees of Defendants during the Class Period (July 31, 2020 to April 30, 2025).

The proposed Settlement is a Class Settlement, which requires Defendants to fund Individual Class Payments. The proposed Settlement also requires the Court’s approval.

Based on the Defendants’ records and Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less lawful withholdings)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period. If you believe you worked more workweeks during this 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. 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 (the “Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period, you have two basic options under the Settlement:

**(1) Do Nothing.** You do not have to do anything to participate in the proposed

Settlement and be eligible for an Individual Class Payment. However, as a Participating Class Member, you will give up your right to assert your individual claims covered by this Settlement during the Class Period against Defendants. Please see Section 1 for those claims.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (“opt-out”) by submitting a 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. Instead, you will keep your right to personally pursue those claims that are covered by this Settlement during the Class Period against Defendants. Please see Section 1 for those claims.

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

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

|  |   |
|--|---|
| <b>You Don’t Have to Do Anything to Participate in the Settlement</b>  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (the “Released Claims”).  |
| <b>You Can Opt-out of the Class Settlement</b><br><br><b>The Opt-out Deadline is</b><br><b>[REDACTED]</b>  | If you do not want to 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.<br><br>Non-Participating Class Members cannot object to any portion of the proposed Settlement.<br><br><i>See Section 6 of this Notice.</i>   |
| <b>Participating Class Members Can Object to the Class Settlement</b><br><br><b>Written Objections Must be Submitted by</b><br><b>[REDACTED]</b> | All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision as to 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.<br><br>You can object to the amounts requested by Class Counsel or Plaintiff if you believe they are unreasonable.<br><br><i>See Section 7 of this Notice.</i> |

|  |   |
|--|---|
| <p><b>You Can Participate in the [REDACTED] Final Approval Hearing</b></p>   | <p>The Court's Final Approval Hearing is scheduled to take place on [REDACTED].</p> <p>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.</p> <p>See Section 8 of this Notice.</p> |
| <p><b>You Can Challenge the Calculation of Your Workweeks</b></p> <p><b>Written Challenges Must be Submitted by [REDACTED]</b></p> | <p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Defendants' records is stated on the first page of this Notice.</p> <p>If you disagree with this number, you must challenge it by [REDACTED].</p> <p>See Section 4 of this Notice.</p>  |

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiff claims he is a former employee of Defendants. The Action claims Defendants did not comply with various California labor laws, including Defendants' alleged (i) Failure to Pay for All Overtime Worked in Violation of Cal. Labor Code §§ 510, 1194, and 1198; (ii) Failure to Provide Compliant Meal Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7 and 512; (iii) Failure to Provide Compliant Rest Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7; (iv) Failure to Reimburse Business Expenses in Violation of Cal. Labor Code § 2802; (v) Failure to Provide and Maintain Accurate Itemized Wage Statements in Violation of Cal. Labor Code §§ 226(a), 1174(d), and 1198.5; (vi) Failure to Pay Timely Wages in Violation of Cal. Labor Code §§ 204, 210; (vii) Failure to Pay Minimum Wages and Pay for All Wages Earned in Violation of Cal. Labor Code §§ 204, 1194, and 1197; (viii) Failure to Pay All Wages Upon Separation of Employment in Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 2699; and (ix) Unfair Business Practices in Violation of Bus. & Prof. Code § 17200, et seq.

Defendants strongly deny any non-compliance with any of the labor laws that Plaintiff alleged. Defendants contend and maintain that they complied with all applicable labor law laws.

In the Action, Plaintiff is represented by Mr. Amir Seyedfarshi, Esq., of Employments Rights Lawyers APC, and Defendants are represented by Ms. Leila Nourani, Esq., and Mr. Sam Farzani, Esq., of Jackson Lewis P.C.

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

3                   At this time, the Court has not made any determination whether Defendants and/or Plaintiff  
4 is correct on the merits of their respective claims and/or defenses. At a mediation in which  
5 Plaintiff and Defendants both participated with a neutral mediator, there was a resolution of the  
6 Action that resulted in the proposed settlement of the entire case, rather than continuing the  
7 expensive and time-consuming process of litigation. The negotiations were successful. By  
8 entering into a written settlement agreement (the “Agreement”) and agreeing to jointly ask the  
9 Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and  
10 Defendants negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both  
11 sides agree that the proposed Settlement is strictly a compromise of disputed claims. By agreeing  
12 to settle, Defendants do not admit any alleged non-compliance, or concede to the merit of any  
13 claims.

14                   Plaintiff and Class Counsel strongly believe that the Settlement is a good deal for the Class  
15 Members, which includes you. This is because Defendants have agreed to a fair, reasonable, and  
16 adequate compromise of the Action, considering Plaintiff’s claims, Defendants’ defenses, and the  
17 risks and uncertainties of continued litigation of the Action, and the Settlement is in the best  
18 interests of the Class Members given these considerations. Additionally, the Court has  
19 preliminarily approved the proposed Settlement as one that is fair, reasonable, and adequate,  
20 authorized this Notice and scheduled a hearing to determine Final Approval.

21                   **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED**  
22 **SETTLEMENT?**

23                   A. Defendants will Pay \$735,000.00 as the Gross Settlement Amount (the “Gross Settlement”).  
24 Defendants will deposit the Gross Settlement into an account controlled by the Administrator  
25 of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class  
26 Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and  
27 expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval,  
28 Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered  
by the Court becomes final. The Judgment will be final on the date that the Court enters  
Judgment, or a later date if the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff  
and/or Class Counsel will ask the Court to approve the following deductions from the Gross  
Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$245,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’  
fees and up to \$18,000.00 for their litigation expenses. To date, Class Counsel have  
worked and incurred expenses on the Action without payment.
- ii. Up to \$10,000.00 as a Class Representative Award to Plaintiff for filing the Action,  
working with Class Counsel and representing the Class.
- iii. Up to \$8,550.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of the deductions set forth in this paragraph. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

While Plaintiff and Defendants 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.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the “Void Date”). If you do not cash the check by the Void Date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the money 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.

F. 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 [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] 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 Defendants.

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

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3 H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.—the  
4 Administrator—to send this Notice, to calculate and make all payments, and process Class  
5 Members’ Requests for Exclusion. The Administrator will also decide Class Member  
6 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and will  
perform other tasks necessary to administer the Settlement. The Administrator’s contact  
information is contained in Section 9 of this Notice.

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

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

13 All Participating Class Members, on behalf of themselves and their respective former and  
14 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
15 release Released Parties from (i) all claims that were alleged, or reasonably could have  
16 been alleged, based on the Class Period facts stated in the Operative Complaint and  
17 ascertained in the course of the Action including, (i) Failure to Pay for All Overtime  
18 Worked in Violation of Cal. Labor Code §§ 510, 1194, and 1198; (ii) Failure to Provide  
19 Compliant Meal Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7 and  
20 512; (iii) Failure to Provide Compliant Rest Breaks or Pay Premiums in Violation of Cal.  
21 Labor Code §§ 226.7; (iv) Failure to Reimburse Business Expenses in Violation of Cal.  
22 Labor Code § 2802; (v) Failure to Provide and Maintain Accurate Itemized Wage  
23 Statements in Violation of Cal. Labor Code §§ 226(a), 1174(d), and 1198.5; (vi) Failure  
24 to Pay Timely Wages in Violation of Cal. Labor Code §§ 204, 210; (vii) Failure to Pay  
25 Minimum Wages and Pay for All Wages Earned in Violation of Cal. Labor Code §§ 204,  
26 1194, and 1197; (viii) Failure to Pay All Wages Upon Separation of Employment in  
27 Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 2699; and (ix) Unfair Business  
28 Practices in Violation of Bus. & Prof. Code § 17200, et seq. 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.

#### 25 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

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

1 B. Workweek Challenges. The number of Class Workweeks you worked during the Class  
3 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You  
4 have until [REDACTED] to challenge the number of Workweeks. You can submit your challenge  
5 by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this  
6 Notice has the Administrator's contact information.

7 You need to support your challenge by sending copies of pay stubs or other records. The  
8 Administrator will accept Defendants' calculation of Workweeks based on Defendants'  
9 records as accurate unless you send copies of records containing contrary information. You  
10 should send copies rather than originals because the documents will not be returned to you.  
11 The Administrator will resolve Workweek challenges based on your submission and on input  
12 from Class Counsel (who will advocate on behalf of Participating Class Members) and  
13 Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise  
14 challenge its final decision.

## 11 **5. HOW WILL I GET PAID?**

12 Participating Class Members. The Administrator will send, by U.S. mail, a single check to every  
13 Participating Class Member (every Class Member who doesn't opt-out).

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

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

18 Submit a written and signed letter with your name, present address, telephone number, and a  
19 simple statement that you do not want to participate in the Settlement. The Administrator will  
20 exclude you based on any writing communicating your request be excluded. Be sure to personally  
21 sign your request, identify the Action as *Elman Wong v. Topocean Consolidation Service Inc., et*  
22 *al.* Los Angeles County Superior Court, Case Number 24STCV19120, and include your  
23 identifying information (full name, address, telephone number, approximate dates of  
24 employment, and social security number for verification purposes). You must make the request  
25 yourself. If someone else makes the request for you, it will not be valid. **The Administrator**  
26 **must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the  
27 Notice has the Administrator's contact information.

## 25 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

26 Only Participating Class Members have the right to object to the Settlement. Before deciding  
27 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to  
28 approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or  
Plaintiff will file in Court (1) a Motion for Final Approval of the Settlement 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'



1 fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative  
2 Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section  
3 9 of this Notice) will send you copies of these documents at no cost to you. You can also view  
4 them on the Administrator's Website <https://www.ilymgroup.com/> or the Court's website  
5 <https://www.lacourt.org/>.

6 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for  
7 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to  
8 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class  
9 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the  
10 Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and  
11 any facts that support your objection. Make sure you identify the Action *Elman Wong v.  
12 Topocean Consolidation Service Inc., et al.* Los Angeles County Superior Court, Case Number  
13 24STCV19120 and include your name, current address, telephone number, and approximate dates  
14 of employment for Defendants and sign the objection. Section 9 of this Notice has the  
15 Administrator's contact information.

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

## 21 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

22 You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in  
23 Department [REDACTED] of the Los Angeles Superior Court, located at 312 North Spring Street, Los  
24 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the  
25 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and  
26 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense  
27 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally  
28 or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>).

Please check the Court's website for the most current information.

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

## 26 **9. HOW CAN I GET MORE INFORMATION?**

27 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the  
28 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other  
Settlement documents is to go to ILYM Group, Inc.'s website at <https://www.ilymgroup.com/>.  
You can also telephone or send an email to Class Counsel or the Administrator using the contact



1 information listed below, or consult the Superior Court website by going to  
3 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the  
4 Action, Case No. 24STCV19120. You can also make an appointment to personally review court  
documents in the Clerk's Office at the Stanley Mosk Courthouse by calling: (213) 830-0800.

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

7 **Class Counsel:**

8 Name of Attorney: Amir Seyedfarshi

Email Address: [amir@employmentrightslawyers.com](mailto:amir@employmentrightslawyers.com)

9 Name of Firm: Employment Rights Lawyers, APC

10 Mailing Address: 6380 Wilshire Blvd. Ste 1602, Los Angeles, CA 90048

Telephone: 424.777.0964

11 **Settlement Administrator:**

12 Name of Company: ILYM Group, Inc.

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

13 Mailing Address: 2832 Walnut Ave. Suite C , Tustin, CA 92780

14 Telephone: 888.250.6810

Fax Number: 888.845.6185

15  
16 **10. WHAT HAPPENS IF I LOSE MY SETTLEMENT CHECK?**

17 If you lose or misplace your settlement check before cashing it, the Administrator will replace it  
18 as long as you request a replacement before the void date on the face of the original check. If  
19 your check is already void you should consult the Unclaimed Property Fund for instructions on  
how to retrieve the funds.

20 **11. WHAT IF I CHANGE MY ADDRESS?**

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22 To receive your check, you should immediately notify the Administrator if you move or otherwise  
23 change your mailing address.  
24  
25  
26  
27  
28