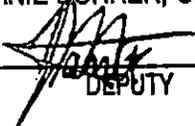


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 By  _____
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 9 and all others similarly situated

10 *[Additional Counsel Next Page]*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF SAN JOAQUIN**

13 ANGELA SMITH, an individual; KASSANDRA
 14 HERNDON, an individual; on behalf of
 themselves and all others similarly situated and
 15 the general public,

16 Plaintiffs,

17 vs.

18 AGREEYA SOLUTIONS, INC., a California
 19 corporation; and DOES 1 through 100, inclusive,

20 Defendants.

Case No. STK-CV-UOE-2023-0002783

Honorable Esmeralda Zendejas
 Department 11A

21 ^{EZ}
 22 **[PROPOSED] FINAL APPROVAL ORDER**
 23 **AND JUDGMENT**

Date: October 1, 2025
 Time: 9:00 a.m.
 Dept.: 11A

Complaint Filed: March 22, 2023
 FAC Filed: May 16, 2023
 SAC Filed: February 13, 2025
 Trial Date: Not Set

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and all others similarly situated
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1 Plaintiffs Angela Smith and Cassandra Herndon’s (“Plaintiffs”) Motion for Final Approval of
2 Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Service Awards, and Settlement
3 Administration Costs came before this Court on October 1, 2025 at 9:00 a.m. before the Honorable
4 Esmeralda Zendejas in Department 11A of the above-captioned Court located at 180 E Weber
5 Avenue, Second Floor, Stockton, California 95202.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Service Awards, and Settlement Administration Costs,
9 the supporting papers filed by the Parties, the Declarations of Class Counsel (Annabel Blanchard,
10 Aaron Bartz and Walter Haines), the Class Representatives (Angela Smith and Cassandra Herndon),
11 and the Settlement Administrator (Madely Nava on behalf of Apex Class Action Administration), and
12 the evidence and argument received by the Court in conjunction with the Motion for Preliminary
13 Approval of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and
14 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendant Agreeya Solutions, Inc. (“Defendant”) (together, with Plaintiffs, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All non-exempt, hourly employees who have worked for, or continue to work for
20 Defendant within the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from August 10, 2018, through October 12, 2024.

22 3. The Court appoints Plaintiffs Angela Smith and Cassandra Herndon as the Class
23 Representatives for settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and
25 Annabel Blanchard of Blackstone Law, APC and Aaron Bartz of Bartz Law Group, APC and Walter
26 L. Haines of United Employees Law Group, PC as Class Counsel for settlement purposes only.

27 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
28 with the requirements of California Code of Civil Procedure section 382, California Civil Code section

1 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
2 any other applicable law, and constitutes the best notice practicable under the circumstances, by
3 providing individual notice to all Class Members who could be identified through reasonable effort,
4 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
5 other Class Members. The Class Notice fully satisfied the requirements of due process.

6 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
12 Party, nor is this Order and Judgment a finding of the validity of any allegation or of any wrongdoing
13 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
15 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
16 by or against Defendant or any of the other Released Parties.

17 8. The Court finds that no Class Members have validly and timely opted out of the Class
18 Settlement and no Settlement Class Members have objected to the Class Settlement.

19 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
20 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payment from
21 the Gross Settlement Amount of a Service Award to each of the two Plaintiffs in the amount of
22 \$7,500.00 for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Gross
23 Settlement Amount.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
25 to Class Counsel in the sum of \$288,750.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$28,752.47. The attorneys' fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$9,990.00 to Apex Class Action Administration for performance of settlement
5 administration services.

6 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
7 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
8 PAGA penalties.

9 13. It is hereby ordered that within ten (10) business days after the Effective Date,
10 Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF"), in
11 accordance with the terms and methodology set forth in the Settlement Agreement.

12 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
13 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
14 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to
15 the LWDA, Service Awards to Plaintiffs, Attorneys' Fees and Costs to Class Counsel and Settlement
16 Administration Costs to itself.

17 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
18 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
19 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
20 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
21 Division in the name of the Settlement Class Member and/or PAGA Employee.

22 16. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement
23 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
24 relinquished, and discharged the Released Parties of any and all claims which were alleged or which
25 could have been alleged based on the factual allegations in the Herndon Complaint and the Smith
26 FAC, arising during the Class Period, under any federal, state, or local law, and shall specifically
27 include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant
28 meal and rest periods and associated premium payments, timely pay wages during employment and

1 upon termination, provide compliant wage statements, and reimburse necessary business-related
2 expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 226(a), 226.7, 510,
3 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission
4 Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith,
5 California Business and Professions Code sections 17200, et seq., and any other claims, including
6 claims for statutory penalties, pertaining to the Class Members (collectively, "Released Class
7 Claims").

8 17. Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of
9 California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
10 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
11 Parties from any and all claims arising from any of the factual allegations in the Smith FAC or the
12 PAGA Letters, arising during the PAGA Period, for civil penalties under the Private Attorneys General
13 Act of 2004, California Labor Code Sections 2698 et seq., including all claims for attorneys' fees and
14 costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide
15 compliant meal and rest periods and associated premium payments, timely pay wages during
16 employment and upon termination, provide compliant wage statements, and reimburse necessary
17 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a),
18 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
19 Commission Wage Orders. (collectively, "Released PAGA Claims").

20 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
21 individually and on each of their own behalf, will be deemed to have fully, finally, and forever
22 released, settled, compromised, relinquished, and discharged the Released Parties from any and all
23 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
24 or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
25 asserted or unasserted, which Plaintiffs, at any time of execution of this Settlement Agreement, had or
26 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
27 or resulting from their employment and/or separation of employment with the Released Parties,
28 including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation

1 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
2 VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities
3 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California
4 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties
5 under the California Labor Code; Business and Professions Code sections 17200 et seq.; all laws
6 relating to violation of public policy, retaliation, or interference with legal rights; any and all other
7 employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims;
8 and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general
9 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
10 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
11 hereunder by law. Plaintiffs understand and expressly agree that this Settlement Agreement extends
12 to claims that they have against Defendant, of whatever nature and kind, known or unknown, suspected
13 or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident
14 or event, occurring in whole or in part, on or before the execution of this Settlement Agreement. Any
15 and all rights granted under any state or federal law or regulation limiting the effect of this Settlement
16 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
17 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
20 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
21 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

22 19. "Released Parties" means Defendant and its current and former owners, officers,
23 shareholders, directors, agents, employees, attorneys, and insurers.

24 20. This Court shall retain jurisdiction with respect to all matters related to the
25 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
26 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
27 Settlement and the determination of all controversies relating thereto.

28

1 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
3 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

4 **IT IS SO ORDERED.**

5 Dated: 10-1-25

Esmeralda Zendejas
Honorable Esmeralda Zendejas

7 Non-appearance compliance hearing on May 27, 2026 at
8 9AM in Dept. 11A. Upon completion of administration of
9 the Settlement, a written certification shall be provided
10 to the Court and counsel to the parties, which
11 shall be filed no later than May 5, 2026. If
12 the certification is not filed, the parties must
13 appear at the May 27, 2026 compliance hearing.
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