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San Francisco County Superior Court

JAN 21 2026

CLERK OF THE COURT
BY: [Signature] Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

CHANDI SINGH, individually, and on behalf of
all others similarly situated

Plaintiff,

v.

SHORT STORY, INC., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-23-609394

ORDER GRANTING PRELIMINARY
APPROVAL

Before the court is an unopposed motion by plaintiff Chandi Singh for preliminary approval of the settlement of wage-and-hour claims, including a claim under PAGA, reached with Short Story, Inc. The motion was originally scheduled for hearing on December 3, 2025. On December 3, 2025, the court requested supplemental briefing due on December 10, 2025 and continued the hearing to December 17, 2025. The parties filed their supplemental briefing on December 11, 2025. On December 16, 2025, the court requested additional supplemental briefing and continued the hearing to January 7, 2026. On December 30, 2025, the parties filed a joint request to continue the supplemental briefing deadline and preliminary approval hearing. On January 5, 2026, the court issued an order granting the parties' request, continuing the supplemental briefing deadline to January 16, 2026, and continuing the preliminary approval hearing to January 22, 2026. Plaintiff timely filed her supplemental briefing on January 16,

1 2026. This matter was scheduled for hearing on January 22, 2026, at 1:30 p.m. in Department 613, the
2 Honorable Jeffrey S. Ross presiding. The court determines that this matter can be decided without
3 hearing. IT IS HEREBY ORDERED that the court **VACATES** the January 22, 2026, hearing, **GRANTS**
4 the motion for preliminary approval of the Class Action and PAGA Settlement Agreement (“settlement
5 agreement”) attached to this order as **Exhibit 1**, a final approval hearing is **RESERVED** for **June 25,**
6 **2026, at 10:00 a.m.**, and the court otherwise **ORDERS** as follows:

7 1. Except as otherwise specified here, the court adopts and incorporates by reference the
8 terms and definitions of the settlement agreement.

9 2. The following Settlement Class is conditionally certified for settlement purposes (SA,
10 §§ 1.5, 1.13): *“all individuals employed by Defendant in the State of California in non-exempt positions*
11 *during the Class Period,” which is the period from September 29, 2019, through January 21, 2026.*

12 3. The PAGA Group are “all individuals employed by Defendant in the State of California in
13 a non-exempt position during the PAGA Period,” which is the period from January 8, 2023, through
14 January 21, 2026. (SA, §§ 1.4, 1.35.)

15 4. The court finds that the Settlement Class meets the requirements for certification under
16 Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and
17 ascertainable; (2) there are predominant common questions of law or fact; (3) Singh’s claims are typical
18 of the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other
19 methods to efficiently adjudicate this controversy.

20 5. The court has considered the *Dunk/Kullar* factors and preliminarily approves the
21 settlement because it appears to be within the range of possible final approval as a fair, adequate, and
22 reasonable settlement.

23 6. For settlement purposes only, Chandi Singh is appointed as class representative. The court
24 preliminarily finds she will adequately represent the Settlement Class for settlement purposes.

25 7. For settlement purposes only, Wilshire Law Firm, PLC is appointed as Class Counsel. The
26 court preliminarily finds that Class Counsel will fairly and adequately represent the Settlement Class for
27 settlement purposes.

28 8. Apex Class Actions, LLC is appointed as settlement administrator. Apex Class Actions,

1 LLC shall carry out all of the duties and responsibilities as set forth in the settlement agreement and this
2 order, including, inter alia, the provision of notice to the Settlement Class.

3 9. The court approves the proposed form of notice attached to this order as **Exhibit 2**. The
4 court finds that distribution of the approved notice in accordance with the plan set forth in the settlement
5 agreement (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid, due,
6 and sufficient notice to all members of the Settlement Class, and (c) complies fully with the requirements
7 of California Code of Civil Procedure section 382 and California Rules of Court 3.766 and 3.769.

8 10. On **June 25, 2026, at 10:00 a.m.**, in Department 613 this court will hold a final approval
9 hearing to determine whether the settlement agreement should be finally approved as fair, reasonable, and
10 adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing and
11 evidence for the motion for final approval and the motion for attorney's fees, costs, and service award
12 shall be filed no later than **May 18, 2026**, with two paper courtesy copies of all briefing and evidence
13 promptly delivered to Department 613. Electronic courtesy copies of the proposed order and proposed
14 final form of judgment (in Word format) shall be delivered to the Department 613 email inbox
15 contemporaneously with e-filing. Class Counsel shall promptly inform the court of contemplated
16 appearances by members of the Settlement Class, including whether an interpreter is needed. The court
17 may change the date or time of the final approval hearing without further notice to the Settlement Class.

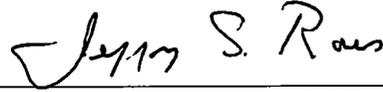
18 11. The court sets the following administration deadlines in light of the terms of the settlement
19 agreement.

Event	Deadline
Defendant to Provide Class Data to Apex Class Actions, LLC	14 days from preliminary approval. (SA, § 4.2): February 4, 2026
Apex Class Actions, LLC to Distribute Notice	14 days from receipt of Class Data. (SA, § 7.4.2): February 18, 2026 (at the very latest)
Deadline for Exclusions and Objections	60 days from initial mailing of class notice (SA, § 1.44): April 20, 2026 (postmark deadline) (due to deadline falling on weekend)

<p>1 Filing of Motion for Final Approval and 2 Motion for Attorney's Fees, Costs, and Service 3 Award</p>	<p>May 18, 2026</p>
<p>4 Final Approval Hearing</p>	<p>June 25, 2026, at 10:00 a.m. in Dept. 613</p>

5 12. Class Counsel shall serve the LWDA with a copy of this order within **5 court days**.

6
7 Dated: January 21, 2026



8 JEFFREY S. ROSS
9 Judge of the Superior Court

Exhibit 1

1 **WILSHIRE LAW FIRM**
 2 Tyler J. Woods, Esq. (SBN 232464)
 3 tyler.woods@wilshirelawfirm.com
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 23 **DLA PIPER LLP**
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 27 Facsimile: (415) 836-2501
 28 Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CHANDNI SINGH, individually, on behalf of
all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

SHORT STORY, INC., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-23-609394

Assigned to: Hon. Jeffrey S. Ross, Dept. 613

Complaint filed: September 29, 2023

FAC Filed: March 13, 2024

Trial Date: Not set.

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Chandni Singh (“Plaintiff”), individually and on behalf of the State of California
3 and the Affected Employees (defined below) and Class Members (defined below), on one hand,
4 and Defendant Short Story, Inc. (“Defendant”), on the other hand. The Agreement refers to
5 Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

6 1. **DEFINITIONS.**

7 1.1 “Action” means the Plaintiff’s lawsuit alleging class action and PAGA wage and hour
8 violations against Defendant captioned *Chandni Singh v. Short Story, Inc.*, San Francisco County
9 Superior Court Case No. CGC-23-609394, filed on September 29, 2023.

10 1.2 “Administrator” means APEX Class Action Administration, the neutral entity the Parties
11 have agreed to appoint to administer the Settlement.

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

16 1.4 “Affected Employee” means all individuals employed by Defendant in the State of
17 California in a non-exempt position during the PAGA Period.

18 1.5 “Class” means all individuals employed by Defendant in the State of California in non-
19 exempt positions during the Class Period.

20 1.6 “Class Counsel” means Tyler J. Woods, James Yoo, Heriberto Ponce, Ruby Carrera, and
21 Alan Wilcox of Wilshire Law Firm, PLC.

22 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. Defendant will not oppose Plaintiff’s
24 application to the Court for approval from the Court of up to one-third (1/3) of the GSA (currently
25 estimated to total \$166,666.67) as attorneys’ fees.

26 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
27 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, in
28 an amount not to exceed \$30,000.00, to be paid from the Gross Settlement Amount.

1 1.9 "Class Data" means Class Member identifying information in Defendant's possession,
2 custody, or control, including the Class Member's name, last-known mailing address, Social
3 Security Number, number of Workweeks, and number of PAGA Pay Periods.

4 1.10 "Class Member" or "Settlement Class Member" means a member of the Class, as either
5 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
6 Class Member who qualifies as an Affected Employee).

7 1.11 "Class Member Address Search" means the Administrator's investigation and search for
8 current Class Member mailing addresses using all reasonably available sources, methods, and
9 means including, but not limited to, the National Change of Address database, skip traces, and
10 direct contact by the Administrator with Class Members.

11 1.12 "Class Notice" means the Court approved Notice of Settlement and hearing date for
12 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,
13 without material variation, attached as Exhibit A and incorporated by reference into this
14 Agreement.

15 1.13 "Class Period" or "Class Settlement Period" means the period from September 29, 2019,
16 through the earlier of: (a) the date the Court grants preliminary approval of this Settlement; or (b)
17 the date on which the Total Workweeks (defined below) reaches 14,865.

18 1.14 "Class Representative" means the named Plaintiff in the Action.

19 1.15 "Class Representative Service Payment" or "Enhancement Award" means the payment
20 to the Class Representative for initiating the Action and providing services in support of the
21 Action.

22 1.16 "Court" means the Superior Court of California, County of San Francisco.

23 1.17 "Defendant" means named Defendant Short Story, Inc.

24 1.18 "Defense Counsel" means Troy A. Valdez, Tom Lin, and Vani Parti of DLA Piper LLP.

25 1.19 "Effective Date" means the date by which both the Court has entered a Judgment on an
26 order granting final approval of this Settlement and that Judgment is final, with the Judgment
27 being final as of the latest of the following occurrences: (a) if no participating Class Member
28 objects to the Settlement, the day the Court enters Judgment; (b) if one or more participating Class

1 Members objects to the Settlement, the day after the deadline for filing a notice of appeal from
2 the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court
3 affirms the Judgment and issues a remittitur. Defendant will not be obligated to fund this
4 Settlement and pay the related employer-side taxes, until and unless there is no possibility of any
5 appeal that could potentially prevent the Final Approval Order and Judgment from becoming
6 binding.

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 "Gross Settlement Amount" or "GSA" means \$500,000.00, the total amount Defendant
11 agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross
12 Settlement Amount will be used to pay Individual Class Payment, Class Counsel Fees, Class
13 Counsel Expenses, Class Representative Service Payment, the Administrator's Costs, and the
14 PAGA Payment.

15 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of
16 the Net Settlement Amount calculated according to the number of Workweeks worked during the
17 Class Period.

18 1.24 "Individual PAGA Payment" means the Affected Employee's pro rata share of 25% of
19 the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the
20 PAGA Period.

21 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

22 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency
23 entitled, under Labor Code section 2699, subd. (i).

24 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA
25 under Labor Code section 2699, subd. (i).

26 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Court: PAGA Payment, Class Representative Service
28 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the

1 Administration Costs Payment. The remainder is to be paid to Participating Class Members as
2 Individual Class Payments.

3 1.29 “Non-Participating Class Member” means any Class Member who opts out of the
4 Settlement by sending the Administrator a valid and timely Request for Exclusion.

5 1.30 “Operative Class Complaint” means the operative class action complaint filed in the
6 Class Action.

7 1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

8 1.32 “PAGA Notice” means Plaintiff’s October 30, 2023, letter (LWDA-CM-990769-23) to
9 the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

10 1.33 “PAGA Pay Period” means any pay period during which an Affected Employee worked
11 at least one day for Defendant in non-exempt position in California during the PAGA Period
12 according to Defendant’s business records.

13 1.34 “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the
14 Gross Settlement Amount (\$50,000.00), allocated 25% to the Affected Employees (\$12,500.00)
15 and 75% to LWDA (\$37,500.00) in settlement of PAGA claims.

16 1.35 “PAGA Period” means the period from January 8, 2023, through the earlier of: (a) the
17 date the Court grants preliminary approval of the Settlement; or (b) the date on which the Class
18 Period ends.

19 1.36 “Participating Class Member” means a Class Member who does not submit a valid and
20 timely Request for Exclusion from the Settlement.

21 1.37 “Plaintiff” means Chandni Singh, the named plaintiff in the Action.

22 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
23 Settlement.

24 1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary
25 Approval and Approval of the PAGA Settlement, attached as Exhibit B.

26 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2
27 below.

28 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph

1 5.3 below.

2 1.42 "Released Parties" means Defendant and its current and former parents, subsidiaries,
3 and/or its or their present and former officers, partners, directors, managers, supervisors,
4 employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

5 1.43 "Request for Exclusion" means a Class Member's submission of a written request to be
6 excluded from the Class Settlement signed by the Class Member.

7 1.44 "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class
8 Members and Affected Employees and shall be the last date on which Class Members may: (a)
9 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
10 her Objection to the Settlement. Class Members to whom Notice packets are resent after having
11 been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar
12 days beyond the Response Deadline has expired.

13 1.45 "Settlement" means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 1.46 "Total Workweeks" means the total number of Workweeks during which any Class
16 Member worked at least one day in a non-exempt position in California during the Class Period
17 according to Defendant's business records.

18 1.47 "Workweek" means any workweek in which a Class Member worked at least one day in
19 a non-exempt position in California during the Class Period according to Defendant's business
20 records.

21 2. **RECITALS.**

22 2.1 On September 29, 2023, Plaintiff filed the Class Action alleging Defendant (1) failed to
23 pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide
24 meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages
25 at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify
26 employees for expenditures; and (8) violated California's Unfair Competition Law, California
27 Business and Professions Code section 17200, *et seq.* On October 30, 2023, pursuant to Labor
28 Code section 2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that

1 Plaintiff intended to proceed with a representative action under PAGA through the PAGA Notice.
2 On March 13, 2024, Plaintiff filed a first amended complaint which added allegations relating to
3 and a cause of action for penalties pursuant to Labor Code section 2699, *et seq.*

4 2.2 Defendant denies the allegations in the Action, denies any failure to comply with the
5 laws identified in the Action, and denies any and all liability for the causes of action alleged in
6 the Action.

7 2.3 On April 9, 2025, the Parties participated in an all-day mediation presided over by
8 mediator David Phillips (“Mediator”). With the help of the Mediator, the Parties were able to
9 reach an agreement on general settlement terms at mediation and executed a Memorandum of
10 Understanding thereafter.

11 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
12 of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a
13 representative sampling of time and payroll data for Class Members and the necessary policy
14 documents through informal discovery to properly evaluate the strengths and weakness of the
15 claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient
16 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
17 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
18 130 (2008) (“*Dunk/Kullar*”).

19 2.5 The Court has not granted class certification because the Parties engaged in mediation
20 before any class certification.

21 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
22 other pending matter or action asserting claims that will be extinguished or affected by the
23 Settlement.

24 3. **MONETARY TERMS.**

25 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
26 Defendant will pay \$500,000.00 and no more as the Gross Settlement Amount. The Gross
27 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
28 wage portions of the Individual Class Payments, which Defendant will pay separately. Defendant

1 has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline
2 stated in Paragraph 4.3 of this Agreement.

3 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
4 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
5 in the Final Approval Order:

6 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
7 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
8 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
9 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part
10 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek
11 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the
12 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
13 Enhancement Award less than the amount requested, the Administrator will retain the remainder
14 in the Net Settlement Amount to be distributed to Participating Class Members. The
15 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
16 responsibility and liability for employee taxes owed on the Enhancement Award.

17 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
18 of the GSA, which is currently estimated to be \$166,666.67, and a Class Counsel Litigation
19 Expenses Payment for actual costs of not more than \$30,000. Defendant will not oppose requests
20 for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will
21 file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen)
22 court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
23 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
24 less than the amounts requested, the Administrator will allocate the remainder to the Net
25 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
26 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion
27 of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
28 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment

1 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
2 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
3 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
4 controversy regarding any division or sharing of any of these Payments.

5 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
6 exceed \$7,490.00 except for a showing of good cause and as approved by the Court. To the extent
7 the Administration Costs are less or the Court approves payment of less than requested, the
8 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
9 Participating Class Members.

10 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
11 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
12 Participating Class Members during the Class Period, and (b) multiplying the result by each
13 individual Participating Class Member's Workweeks.

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

23 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
24 Class Payments. Non-Participating Class Members will not receive any Individual Class
25 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
26 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

27 3.2.5 To the LWDA and Affected Employees: PAGA Payment in the amount of
28 \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the

1 LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

2 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
3 dividing the amount of the Affected Employees' 25% share of PAGA Payment by the total
4 number of PAGA Pay Periods worked by all Affected Employees during the PAGA Period, and
5 (b) multiplying the result by each individual Affected Employee's PAGA Pay Periods. Affected
6 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
7 Payment.

8 3.2.5.2 If the Court approves PAGA Payment of less than the amount requested,
9 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
10 Participating Class Members. The Administrator will report the Individual PAGA Payments on
11 IRS 1099 Forms.

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

13 4.1 Class Workweeks. Based on a review of its records as of mediation, Defendant estimates
14 there are 288 Class Members who collectively will have worked a total of approximately 13,514
15 Workweeks during the Class Period.

16 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval
17 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
18 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
19 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
20 and for no other purpose, and restrict access to the Class Data to Administrator employees who
21 need access to the Class Data to effect and perform under this Agreement. Defendant has a
22 continuing duty to immediately notify the Administrator and/or Class Counsel if it discovers that
23 the Class Data is incomplete, inaccurate, or omitted Class Member identifying information, and
24 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
25 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties
26 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
27 resolve any issues related to missing or omitted Class Data. Because Class Members' sensitive
28 personal information is included in the Class Data, the Administrator shall perform its obligations

1 under the terms and conditions set forth in the Information Security and Services Agreement,
2 attached hereto as Exhibit C.

3 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
4 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
5 the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

6 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
7 Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class
8 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
11 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
12 Individual Class Payments and Individual PAGA Payments.

13 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
14 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
15 face of each check shall prominently state the date (180 days after the date of mailing) when the
16 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
17 Void Date. The Administrator will send checks for Individual Settlement Payments to all
18 Participating Class Members (including those for whom the Class Notice was returned
19 undelivered). The Administrator will send checks for Individual PAGA Payments to all Affected
20 Employees including Non-Participating Class Members who qualify as Affected Employees
21 (including those for whom Class Notice was returned undelivered). The Administrator may send
22 Participating Class Members a single check combining the Individual Class Payment and the
23 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update
24 the recipients' mailing addresses using the National Change of Address Database.

25 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
26 Members whose checks are returned undelivered without USPS forwarding address. Within seven
27 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
28 forwarding address provided or to an address ascertained through the Class Member Address

1 Search. The Administrator need not take further steps to deliver checks to Class Members whose
2 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
3 replacement check to any Class Member whose original check was lost or misplaced, requested
4 by the Class Member prior to the Void Date.

5 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
7 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
8 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
9 California Code of Civil Procedure Section 384, subd. (b).

10 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
11 not obligate Defendant to confer any additional benefits or make any additional payments to Class
12 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

17 5.1 **Plaintiff's Release.** Plaintiff agrees to completely and generally release any and all
18 claims, rights, demands, and liabilities of every nature and description, known and unknown,
19 suspected or unsuspected, including but not limited to those raised in the Action, including the
20 initial and First Amended Complaint, and those arising from or related to Plaintiff's employment
21 with Defendant, that Plaintiff may have against the Released Parties, that arose on or before the
22 date on which Plaintiff signs this Settlement agreement, and shall be subject to a waiver of
23 California Civil Code section 1542. Plaintiff agrees and understands that Defendant and Plaintiff
24 have had a bona fide dispute regarding, inter alia, wages owed. Nothing in this provision or in
25 this Agreement is intended to interfere with Plaintiff's ability to be a member of any future class
26 and/or collective action so long as any such action does not assert the claims released in and
27 through the settlement of the Action. Plaintiff's Release does not extend to any claims or actions
28 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability

1. benefits, social security benefits, or workers' compensation benefits that arose at any time.
2 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
3 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
4 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
5 additional facts or Plaintiff's discovery of them. Plaintiff also hereby waives her right to opt-out
6 of or object to the Settlement.

7 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
8 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
9 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

14 5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and
15 their respective former and present representatives, agents, attorneys, administrators, successors
16 and assigns, release Released Parties from all claims that were alleged, or reasonably could have
17 been alleged, based on the facts and allegations in the Operative Class Complaint that are alleged
18 to have occurred during the Class Period. Except as set forth in Section 5.3 of this Agreement,
19 Participating Class Members do not release any other claims, including claims for vested benefits,
20 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
21 insurance, disability, social security, or workers' compensation or claims based on events
22 occurring outside the Class Period (the "Released Class Claims").

23 5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys,
25 administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties
26 that were alleged, or reasonably could have been alleged, based on the facts and allegations in
27 the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA
28 Notice, including, e.g., claims for PAGA penalties for alleged violations of California Labor

1 Code sections 201-203, 204, 226, 226.7, 1194, 1194.2, 1197, 1198, and 2802, and the applicable
2 Industrial Welfare Commission Wage Orders (the “Released PAGA Claims”).

3 6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for
4 preliminary approval (“Motion for Preliminary Approval”). Plaintiff will provide a draft of the
5 Motion for Preliminary approval to Defense Counsel no later than 3 days prior to the filing
6 deadline, or as otherwise agreed to by the Parties’ counsel.

7 6.1 **Plaintiff’s Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all
8 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
9 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
10 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
11 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
12 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
13 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any
14 actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed
15 declaration from Class Counsel firm attesting to its competency to represent the Class Members;
16 its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2));
17 and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
18 the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
19 aware of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by the Settlement.

21 6.2 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible
22 for expeditiously finalizing the Motion for Preliminary Approval. The Court has provided a
23 hearing date of November 21, 2025 for the Motion for Preliminary Approval, so Class Counsel
24 will be striving to file the Motion for Preliminary Approval by October 3, 2025, or as otherwise
25 ordered by the Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

26 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
28 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

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

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action
8 Administration to serve as the Administrator and verified that, as a condition of appointment, the
9 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
10 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
11 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
12 Administrator other than a professional relationship arising out of prior experiences administering
13 settlements.

14 7.2 Employer Identification Number. The Administrator shall have and use its own
15 Employer Identification Number for purposes of calculating payroll tax withholdings and
16 providing reports to state and federal tax authorities.

17 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
18 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
19 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
20 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
21 to Participating Class Members.

22 7.4 Notice to Class Members.

23 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
24 shall notify Class Counsel that the list has been received and state the number of Class Members,
25 Affected Employees, Workweeks, and PAGA Pay Periods in the Class Data.

26 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
27 (14) calendar days after receiving the Class Data, the Administrator will send to all Class
28 Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail,

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

7 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
9 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
10 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
11 Notice to the most current address obtained. The Administrator has no obligation to make further
12 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
13 USPS a second time.

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

19 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
20 discovers any persons who believe they should have been included in the Class Data and should
21 have received Class Notice, the Parties will expeditiously meet and confer in person or by
22 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
23 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
24 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
25 requiring them to exercise options under this Agreement not later than 14 days after receipt of
26 Class Notice, or the deadline dates in the Class Notice, whichever are later.

27 7.5 Requests for Exclusion (Opt-Outs).

28 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement

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

8 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
9 to contain all the information specified in the Class Notice. The Administrator shall accept any
10 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
11 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
12 determination shall be final and not appealable or otherwise susceptible to challenge. If the
13 Administrator has reason to question the authenticity of a Request for Exclusion, the
14 Administrator may demand additional proof of the Class Member's identity. The Administrator's
15 determination of authenticity shall be final and not appealable or otherwise susceptible to
16 challenge.

17 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
18 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
19 bound by all terms and conditions of the Settlement, including the Participating Class Members'
20 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
21 Class Member actually receives the Class Notice or objects to the Settlement.

22 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
24 right to object to the class action components of the Settlement. Because future PAGA claims are
25 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
26 are Affected Employees are deemed to release the Released PAGA Claims identified in Paragraph
27 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

28 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days

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

13 7.7 Objections to Settlement.

14 7.7.1 Only Participating Class Members may object to the class action components of the
15 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
16 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
17 Payment and/or Enhancement Award.

18 7.7.2 Participating Class Members may send written objections to the Administrator, by
19 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
20 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
21 Participating Class Member who elects to send a written objection to the Administrator must do
22 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
23 14 days for Class Members whose Class Notice was re-mailed).

24 7.7.3 Non-Participating Class Members have no right to object to any of the class action
25 components of the Settlement.

26 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
27 performed or observed by the Administrator contained in this Agreement or otherwise.

28 7.8.1 Website, Email Address and Toll-Free Number. No later than twenty-one (21)

1 calendar days after receipt of the Class Data from Defendant, the Administrator shall 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. **DEFENDANT'S RIGHT TO WITHDRAW**. If the valid Requests for Exclusion identified
20 in the Exclusion List represent more than an aggregate total of 10% of Class Members (i.e. more
21 than 29 opt-outs), Defendant may, but is not obligated, to elect to withdraw from the Settlement.
22 The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no
23 force or effect whatsoever, and that neither Party will have any further obligation to perform under
24 this Agreement; provided, however, Defendant will remain responsible for paying all Settlement
25 Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court
26 of its election to withdraw not later than five (5) business days after the Administrator sends the
27 final Exclusion List to Defense Counsel; late elections will have no effect.

28 9. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) court days before the

1 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
2 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
3 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
4 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts
5 of these documents to Defense Counsel not later than three days prior to filing the Motion for
6 Final Approval, or as otherwise agreed to by the Parties’ counsel. Class Counsel and Defense
7 Counsel will expeditiously meet and confer in person, by telephone, or by email, and in good
8 faith, to resolve any disagreements concerning the Motion for Final Approval.

9 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
10 by a Participating Class Member, including the right to file responsive documents in Court no
11 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
12 accepted by the Court.

13 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope of
15 release to be granted by Class Members), the Parties will expeditiously work together in good
16 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
17 Approval. The Court’s decision to award less than the amounts requested for the Enhancement
18 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
19 Administrator Costs Payment shall not constitute a material modification to the Agreement within
20 the meaning of this paragraph.

21 9.3 Continuing Jurisdiction of the Court. The Parties agree that, pursuant to Code of Civil
22 Procedure section 664.6, after entry of Judgment, the Court will retain jurisdiction over the
23 Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
24 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
25 Judgment matters as are permitted by law.

26 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
27 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
28 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective

1 counsel, and all Participating Class Members who did not object to the Settlement as provided in
2 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
3 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
4 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
5 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
6 obligations to perform under this Agreement will be suspended until such time as the appeal is
7 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
8 of the Net Settlement Amount.

9 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
11 modification of this Agreement (including, but not limited to, the scope of release to be granted
12 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
13 expeditiously work together in good faith to address the appellate court's concerns and to obtain
14 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
15 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
16 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
17 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
18 Settlement Amount remains unchanged.

19 10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil
20 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
21 amended judgment.

22 11. ADDITIONAL PROVISIONS.

23 11.1 No Admission of Liability, Class Certification or Representative Manageability for
24 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
25 claims. Nothing in this Agreement is intended or should be construed as an admission by
26 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
27 any liability for any claims asserted; nor should it be intended or construed as an admission by
28 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class

1 certification and representative treatment is for purposes of this Settlement only. If, for any
2 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
3 reserves the right to contest certification of any class for any reason, Defendant reserves all
4 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
5 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
6 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
7 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
8 Settlement and this Agreement).

9 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
10 Defense Counsel separately agree that, until the Motion for Preliminary Approval of the
11 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
12 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
13 directly or indirectly, specifically or generally, to any person, corporation, association,
14 government agency, or in any way, including by way of press releases, initiating contact with the
15 press, responding to any press inquiries, or communicating with the press. Plaintiff and Class
16 Counsel also agree not to reference this Settlement in any communication, including on social
17 media, in any advertisement, or on any website. The Parties and their counsel shall keep this
18 Settlement and its terms confidential, to the extent possible, except as necessary to obtain approval
19 of and to implement the Settlement, or as otherwise required by law, including (1) to the Parties'
20 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
21 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
22 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
23 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
24 immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
25 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not
26 to, directly or indirectly, initiate any conversation or other communication, before the filing of
27 the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
28 giving rise to this Agreement except to respond only that "the matter was resolved," or words to

1 that effect. This paragraph does not restrict Class Counsel's communications with Class Members
2 in accordance with Class Counsel's ethical obligations owed to Class Members. This provision
3 shall in no way prevent Class Counsel from listing the case name, number, and a brief description
4 of the claims in future filings, such as to support their qualifications as class counsel in other
5 matters, nor will it restrict Class Counsel's right to disclose publicly available information.

6 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
8 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
9 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
10 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

11 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
14 inducements made to or by any Party.

15 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
18 its terms, and to execute any other documents reasonably required to effectuate the terms of this
19 Agreement including any amendments to this Agreement.

20 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
2 action, or right released and discharged by the Party in this Settlement.

3 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
4 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
5 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
6 Part 10, as amended) or otherwise.

7 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
8 modified, changed, or waived only by an express written instrument signed by all Parties or their
9 representatives, and approved by the Court.

10 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
11 to the benefit of, the successors of each of the Parties.

12 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
13 governed by and interpreted according to the internal laws of the state of California, without
14 regard to conflict of law principles.

15 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
16 of this Agreement. This Agreement will not be construed against any Party on the basis that the
17 Party was the drafter or participated in the drafting.

18 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
19 entered during Action and in this Agreement relating to the confidentiality of information shall
20 survive the execution of this Agreement.

21 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
22 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
23 Counsel by Defendant in connection with the mediation, may be used only with respect to this
24 Settlement, and no other purpose, and may not be used in any way that violates any existing
25 contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the
26 date when the Court discharges the Administrator's obligation to provide a Declaration
27 confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic
28 versions of Class Data received from Defendant, except Class Data relating to Plaintiff, unless,

1 prior to the Court's discharge of the Administrator's obligation, Defendant makes a written
2 request to Class Counsel for the return, rather than the destruction, of Class Data.

3 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
4 inserted for convenience of reference only and does not constitute a part of this Agreement.

5 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
6 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
7 weekend or federal legal holiday, such date or deadline shall be on the first business day
8 thereafter.

9 11.17 Notice. All notices, demands, or other communications between the Parties in
10 connection with this Agreement will be in writing and deemed to have been duly given as of the
11 third business day after mailing by United States mail, or the day sent by email or messenger,
12 addressed as follows:

13 To Plaintiff:

14 **WILSHIRE LAW FIRM**
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DLA PIPER LLP

555 Mission Street, Suite 2400
San Francisco, CA 94105-0922
Telephone: (415) 836-2500
Facsimile: (415) 836-2501

11.18 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.

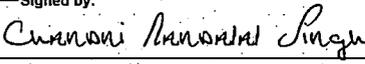
11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 will be extended for the entire period of this settlement process.

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

IT IS SO AGREED.

By the Parties:

DATED: 1/13/2026

Signed by:

A09C92E2DA3047A...
Plaintiff Chandni Singh

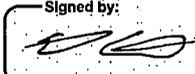
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DATED: 1/15/2026 | 16:26 PST

Short Story, Inc.

Signed by:
By: 
56AD86D101BC43C
Sam Hoffstaetter

Title: Cofounder & Chief Technology Officer

APPROVED AS TO FORM:

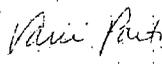
DATED: _____

Wilshire Law Firm, PLC

Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.
Alan Wilcox, Esq.
Attorneys for Plaintiff

DATED: January 12, 2026

DLA Piper LLP (US)



Troy A. Valdez, Esq.
Tom Lin, Esq.
Vani Parti, Esq.
Attorneys for Defendant

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DATED: _____

Short Story, Inc.

By: _____

Title: _____

APPROVED AS TO FORM:

DATED: January 12, 2026

Wilshire Law Firm, PLC



Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.
Alan Wilcox, Esq.
Attorneys for Plaintiff

DATED: _____

DLA Piper LLP (US)

Troy A. Valdez, Esq.
Tom Lin, Esq.
Vani Parti, Esq.
Attorneys for Defendant

Exhibit 2

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

Singh v. Short Story, Inc., San Francisco Superior Court Case No. CGC-23-609394

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

You may be eligible to receive money from a class action lawsuit ("Action") against Short Story, Inc. ("Short Story") for alleged wage and hour violations. The Action was filed by a former Short Story employee Chandni Singh ("Plaintiff") and seeks payment of (1) back wages and expense reimbursement for a class of all individuals employed by Short Story in non-exempt positions in California at any time during the Class Period (*i.e.*, the period from September 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Total Workweeks reaches 14,865) ("Class Members"); and (2) civil penalties under the California Private Attorneys General Act ("PAGA") for all individuals employed by Short Story in non-exempt positions in California at any time during the PAGA Period (*i.e.*, the period from January 8, 2023, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Class Period ends) ("Affected Employees").

The proposed Settlement has two main parts: (1) a class action settlement requiring Short Story to fund Individual Class Payments, and (2) a PAGA settlement requiring Short Story to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Short Story's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ (less withholding) and your Individual PAGA Payment is estimated to be \$.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for either your Individual Class Payment and/or Individual PAGA Payment, then according to Short Story's records you are not eligible for an Individual Class Payment and/or Individual PAGA Payment under the Settlement because you did not work during the Class Period or PAGA Period, as applicable.)

The above estimates are based on Short Story's records showing that **you worked workweeks during the Class Period and you worked \$ pay periods during the PAGA Period.**

If you wish to dispute the workweeks credited to you, you must notify the Settlement Administrator by **[DATE]**. Your dispute must contain your name, address, and telephone number; clearly state that you dispute the number of workweeks credited to you for the Class Period and/or PAGA Period and what you contend is the correct number; and attach any documentation that you have to support the dispute.

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 do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Short Story to make payments under the Settlement and requires Class Members and Affected Employees to give up their rights to assert certain claims against Short Story and the other Released Parties, *i.e.*, Short Story and its current and former parents, subsidiaries, and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims against Short Story.
- (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. You will, however, preserve your right to personally pursue your individual wage claims against Short Story. You cannot opt out of the PAGA portion of the proposed Settlement.

Short Story will not retaliate against you for any Action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>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 class action wage claims against Short Story that are covered by this Settlement (<i>i.e.</i>, the Released Class Claims).</p>
<p>You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt Out Deadline is DATE</p>	<p>If you do not want to fully participate in the proposed Settlement, you can opt out of the class aspects of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment and you will have no right to object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt out of the PAGA portion of the proposed Settlement. If the Court approves the PAGA settlement, Short Story must pay Individual PAGA Payments to all Affected Employees and the Affected Employees must give up their rights to pursue the Released PAGA Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.</p> <p>Written Objections Must be Submitted by The Response Deadline (i.e., [DATE])</p>	<p>All Class Members who do not opt out (“Participating Class Members”) can object to the class aspects of the Settlement. The Court’s decision regarding whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and to Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing.</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [DATE]. 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) by Zoom. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks</p> <p>Written Challenges Must be Submitted by [DATE]</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 of Class Period Workweeks you worked according to Short Story’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [DATE]. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Short Story employee. In the Action, Plaintiff accuses Short Story of violating California labor laws by: failing to pay minimum and straight time wages; failing to pay overtime wages; failing to provide meal periods; failing to authorize and permit rest periods; failing to timely pay final wages at termination; failing to provide accurate itemized wage statements; failing to indemnify employees for expenditures; and violating California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* Based on the same theories, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by the following attorneys in the Action: Wilshire Law Firm (“Class Counsel”).

Short Story strongly denies violating any laws or failing to pay any wages, and Short Story contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Short Story or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Short Story hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Short Story have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Short Story does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to decide whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Short Story will pay \$500,000.00 as the Gross Settlement Amount. Short Story has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Short Story will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final and is no longer subject to appeal.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$166,666.67 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$7,490.00 to the Administrator for services administering the Settlement.

- d. Up to \$50,000 to resolve the PAGA claims, allocated 75% (\$37,500.00) to the LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA Payments to the Affected Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on the number of Workweeks (*i.e.*, any workweek in which a Class Member worked at least one day in a non-exempt position in California during the Class Period according to Defendant's business records) they worked during the Class Period. The approximate Net Settlement Amount is \$235,843.33.
4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Short Story 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 Form W-2s. Short Story will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties and interest rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Form 1099s.

Although Plaintiff and Short Story have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. 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.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class aspects of the Settlement, unless you notify the Administrator in writing, not later than [DATE], 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 Response Deadline ([DATE]). The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Short Story

Settlement or words to that effect. Class Members who exclude themselves from the Settlement will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Short Story.

- a. You cannot opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the PAGA Settlement, Class Members who exclude themselves from the Class aspects of the Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Short Story and the Released Parties based on the facts alleged in the Action.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Short Story have agreed that, in either case, the Settlement will be void: Short Story will not pay any money and Class Members will not release any claims against Short Story if the Settlement does not become final and binding.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the Released Class Claims released under the Settlement. This means that unless you opt out by validly excluding yourself from the class aspects of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Short Story or any of the Released Parties for wages arising during the Class Period and PAGA penalties arising during the PAGA Period based on the facts alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Class Complaint that are alleged to have occurred during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period ("Released Class Claims").

10. Affected Employees' PAGA Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Affected Employees will be barred from asserting PAGA claims against Short Story, whether or not they exclude themselves from the Settlement. This means that all Affected Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or be part of any other PAGA claim against Short Story or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Affected Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including e.g., claims for PAGA penalties for alleged violations of California Labor Code sections 201-203, 204, 226, 226.7, 1194, 1194.2, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Orders ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Affected Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Affected Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until the Response Deadline (i.e., [DATE]) to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Short Story's calculation of Workweeks and/or Pay Periods based on Short Story's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate

on behalf of Participating Class Members) and Short Story's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not submit a valid and timely Request for Exclusion from the Settlement), including those who also qualify as Affected Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Affected Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member who is an Affected Employee).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Short Story Wage and Hour Case Settlement and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **[DATE]**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is **[DATE]**.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Short Story Wage and Hour Case Settlement, and include your name, current address, telephone number, and approximate dates of employment for Short Story, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 613 of the San Francisco Superior Court, located at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Short Story and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the settlement website at [WEBSITE]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You may also consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information> and entering the Case Number for the Action, Case No.CGC-23-609394. **The Court's website is free to use.** You can also make an appointment to personally review court documents in the Clerk's Office at the Civic Center Courthouse by calling (415) 551-4000.

DO NOT CALL OR CONTACT THE JUDGE OR THE CLERK OF COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Tyler J. Woods
James Yoo
Heriberto Ponce
Ruby Carrera
Alan Wilcox
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
Email:
tyler.woods@wilshirelawfirm.com

james.yoo@wilshirelawfirm.com
eddie.ponce@wilshirelawfirm.com
ruby.carrera@wilshirelawfirm.com
alan.wilcox@wilshirelawfirm.com

Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date of the original check, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address while the Settlement is pending, you should immediately notify the Administrator to make sure the Administrator mails your settlement check to your current address.

Exhibit 4

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

Singh v. Short Story, Inc., San Francisco Superior Court Case No. CGC-23-609394

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

You may be eligible to receive money from a class action lawsuit ("Action") against Short Story, Inc. ("Short Story") for alleged wage and hour violations. The Action was filed by a former Short Story employee Chandni Singh ("Plaintiff") and seeks payment of (1) back wages and expense reimbursement for a class of all individuals employed by Short Story in non-exempt positions in California at any time during the Class Period (*i.e.*, the period from September 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Total Workweeks reaches 14,865) ("Class Members"); and (2) civil penalties under the California Private Attorneys General Act ("PAGA") for all individuals employed by Short Story in non-exempt positions in California at any time during the PAGA Period (*i.e.*, the period from January 8, 2023, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Class Period ends) ("Affected Employees").

The proposed Settlement has two main parts: (1) a class action settlement requiring Short Story to fund Individual Class Payments, and (2) a PAGA settlement requiring Short Story to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Short Story's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [X] (less withholding) and your Individual PAGA Payment is estimated to be \$ [X]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for either your Individual Class Payment and/or Individual PAGA Payment, then according to Short Story's records you are not eligible for an Individual Class Payment and/or Individual PAGA Payment under the Settlement because you did not work during the Class Period or PAGA Period, as applicable.)

The above estimates are based on Short Story's records showing that **you worked [X] workweeks** during the Class Period and **you worked \$ [X] pay periods** during the PAGA Period.

If you wish to dispute the workweeks credited to you, you must notify the Settlement Administrator by **[DATE]**. Your dispute must contain your name, address, and telephone number; clearly state that you dispute the number of workweeks credited to you for the Class Period and/or PAGA Period and what you contend is the correct number; and attach any documentation that you have to support the dispute.

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 do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Short Story to make payments under the Settlement and requires Class Members and Affected Employees to give up their rights to assert certain claims against Short Story and the other Released Parties, *i.e.*, Short Story and its current and former parents, subsidiaries, and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims against Short Story.
- (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. You will, however, preserve your right to personally pursue your individual wage claims against Short Story. You cannot opt out of the PAGA portion of the proposed Settlement.

Short Story will not retaliate against you for any Action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>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 class action wage claims against Short Story that are covered by this Settlement (<i>i.e.</i>, the Released Class Claims).</p>
<p>You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt Out Deadline is <u>DATE</u></p>	<p>If you do not want to fully participate in the proposed Settlement, you can opt out of the class aspects of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment and you will have no right to object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt out of the PAGA portion of the proposed Settlement. If the Court approves the PAGA settlement, Short Story must pay Individual PAGA Payments to all Affected Employees and the Affected Employees must give up their rights to pursue the Released PAGA Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by The Response Deadline (i.e., [DATE])</p>	<p>All Class Members who do not opt out (“Participating Class Members”) can object to the class aspects of the Settlement. The Court’s decision regarding whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and to Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing.</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [DATE]. 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) by Zoom. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks</p> <p>Written Challenges Must be Submitted by [DATE]</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 of Class Period Workweeks you worked according to Short Story’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [DATE]. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Short Story employee. In the Action, Plaintiff accuses Short Story of violating California labor laws by: failing to pay minimum and straight time wages; failing to pay overtime wages; failing to provide meal periods; failing to authorize and permit rest periods; failing to timely pay final wages at termination; failing to provide accurate itemized wage statements; failing to indemnify employees for expenditures; and violating California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* Based on the same theories, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by the following attorneys in the Action: Wilshire Law Firm (“Class Counsel”).

Short Story strongly denies violating any laws or failing to pay any wages, and Short Story contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Short Story or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Short Story hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Short Story have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Short Story does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to decide whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Short Story will pay \$500,000.00 as the Gross Settlement Amount. Short Story has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Short Story will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final and is no longer subject to appeal.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$166,666.67 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$7,490.00 to the Administrator for services administering the Settlement.

- d. Up to \$50,000 to resolve the PAGA claims, allocated 75% (\$37,500.00) to the LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA Payments to the Affected Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on the number of Workweeks (*i.e.*, any workweek in which a Class Member worked at least one day in a non-exempt position in California during the Class Period according to Defendant's business records) they worked during the Class Period. The approximate Net Settlement Amount is \$235,843.33.
4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Short Story 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 Form W-2s. Short Story will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties and interest rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Form 1099s.

Although Plaintiff and Short Story have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. 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.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class aspects of the Settlement, unless you notify the Administrator in writing, not later than [DATE], 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 Response Deadline ([DATE]). The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Short Story

Settlement or words to that effect. Class Members who exclude themselves from the Settlement will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Short Story.

- a. You cannot opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the PAGA Settlement, Class Members who exclude themselves from the Class aspects of the Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Short Story and the Released Parties based on the facts alleged in the Action.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Short Story have agreed that, in either case, the Settlement will be void: Short Story will not pay any money and Class Members will not release any claims against Short Story if the Settlement does not become final and binding.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the Released Class Claims released under the Settlement. This means that unless you opt out by validly excluding yourself from the class aspects of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Short Story or any of the Released Parties for wages arising during the Class Period and PAGA penalties arising during the PAGA Period based on the facts alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Class Complaint that are alleged to have occurred during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period ("Released Class Claims").

10. Affected Employees' PAGA Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Affected Employees will be barred from asserting PAGA claims against Short Story, whether or not they exclude themselves from the Settlement. This means that all Affected Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or be part of any other PAGA claim against Short Story or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Affected Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including e.g., Plaintiff, as the representative and/or agent of the State of California and the LWDA, releases, on behalf of the Affected Employees and the State of California, and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Class Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period including, claims for PAGA penalties for alleged violations of California Labor Code sections 201-203, 204, 226, 226.7, 1194, 1194.2, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Orders ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Affected Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Affected Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until the Response Deadline (*i.e.*, [DATE]) to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not submit a valid and timely Request for Exclusion from the Settlement), including those who also qualify as Affected Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Affected Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member who is an Affected Employee).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Short Story Wage and Hour Case Settlement and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **[DATE]**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is **[DATE]**.**

Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Short Story Wage and Hour Case Settlement, and include your name, current address, telephone number, and approximate dates of employment for Short Story, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 613 of the San Francisco Superior Court, located at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Short Story and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the settlement website at [WEBSITE]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You may also consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information> and entering the Case Number for the Action, Case No.CGC-23-609394. **The Court's website is free to use.** You can also make an appointment to personally review court documents in the Clerk's Office at the Civic Center Courthouse by calling (415) 551-4000.

DO NOT CALL OR CONTACT THE JUDGE OR THE CLERK OF COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Tyler J. Woods
James Yoo
Heriberto Ponce
Ruby Carrera
Alan Wilcox
660 S. Figueroa Street, Sky Lobby

Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

Email:

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james.yoo@wilshirelawfirm.com

eddie.ponce@wilshirelawfirm.com

ruby.carrera@wilshirelawfirm.com

alan.wilcox@wilshirelawfirm.com

Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date of the original check, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address while the Settlement is pending, you should immediately notify the Administrator to make sure the Administrator mails your settlement check to your current address.

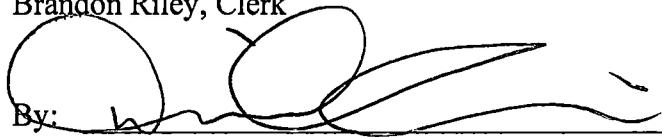
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Danial Lemire, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 21, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 21, 2026,

Brandon Riley, Clerk

By: 

Danial Lemire, Deputy Clerk