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F Superior Court of California **F**
I County of Butte **I**
L APR 15 2026 **L**
E Sharif Elmallah, Clerk **E**
D Deputy **D**

7 Attorneys for Plaintiffs David Pete and Thomas Miller,
on behalf of themselves and others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF BUTTE**

10 DAVID PETE, on behalf of himself and
11 others similarly situated,

12 Plaintiff,

13 vs.

14 TINK, INC., a California corporation; and
DOES 1 through 50, inclusive,

15 Defendants.
16

Case No.: 24CV01499

CLASS ACTION

Assigned for All Purposes To:

Hon. Stephen E. Benson

Dept.: 6

**~~FILED~~ [PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT; FINAL JUDGMENT**

*[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points and Authorities;
and Declarations of Enoch J. Kim, David Pete,
Thomas Miller, and Stacey Shim]*

Date: April 15, 2026

Time: 9:00 a.m.

Dept.: 6

Original Complaint Filed: May 8, 2024

First Amended Complaint Filed: July 12, 2024

Second Amended Complaint Filed: October 9,
2024

Trial Date: None Set

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[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT; FINAL JUDGMENT Electronically Filed

1 **ORDER**

2 This matter having come before the Court on April 15, 2026, at 9:00 a.m. in Department 6
3 of the above-entitled Court, located at 1775 Concord Avenue, Chico, California 95928, for a
4 scheduled Final Approval Hearing and entry of an Order Granting Plaintiffs' Motion for Final
5 Approval of Class Action and PAGA Settlement ("Final Approval Order") consistent with the
6 Court's December 10, 2025 Order Granting Plaintiffs' Motion for Preliminary Approval of Class
7 Action and PAGA Settlement ("Preliminary Approval Order"), and as set forth in the Class Action
8 and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into between
9 Plaintiffs DAVID PETE and THOMAS MILLER (hereinafter "Plaintiffs"), on behalf of themselves
10 and all other similarly situated employees of Defendant TINK, INC. ("Defendant") (collectively,
11 "the Parties") and Defendant, and due and adequate notice having been given to Class Members as
12 required by the Preliminary Approval Order, and the Court having considered all papers filed and
13 proceedings, and having received no objections to approval of the Settlement, and determining that
14 the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause
15 appearing,

16 **IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

17 1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise
18 provided, all capitalized terms used in this Final Approval Order shall have the same meaning as
19 defined in the Settlement Agreement.

20 2. Consistent with the definitions provided in the Settlement Agreement, the Class
21 consists of all persons employed by Defendant in California and classified as non-exempt hourly
22 employees who worked for Defendant during the Class Period, which is the period from May 8,
23 2020 to April 15, 2025.

24 3. Because adequate notice has been disseminated and all potential Class Members have
25 been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject
26 matter of this proceeding and over all parties to this proceeding, including all Class Members. In
27 addition, the Court has personal jurisdiction over all Class Members with respect to the Action and
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1 the Settlement.

2 4. Distribution of the Court Approved Notice of Class Action Settlement and Hearing
3 Date for Final Court Approval (“Class Notice”) directed to the Class Members, as set forth in the
4 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
5 including individual notice to all Class Members who could be identified through reasonable effort,
6 and was the best notice practicable under the circumstances. The Class Notice provided due and
7 adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order,
8 including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the
9 requirements of California law, the California and United States Constitutions (including the Due
10 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court
11 rule 3.766, and any other applicable law. The Class Notice also provided due and adequate notice to
12 Class Members of their right to exclude themselves from the Settlement, as well as their right to
13 object to the proposed Settlement.

14 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
15 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
16 reference, the Court finds the Settlement was entered into in good faith and further finds that the
17 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
18 Class Members. Plaintiffs have satisfied the standards and applicable requirements for final approval
19 of this class action Settlement under California law, including the provisions of California Code of
20 Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23,
21 approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821
22 (1971).

23 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
24 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
25 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
26 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
27 negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature
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1 of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
2 proceeds among the Participating Class Members, and the fact that a settlement represents a
3 compromise of the Parties' respective positions rather than the result of a finding of liability at trial.
4 Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies
5 and did not improperly grant preferential treatment to any individual Class Member. Accordingly,
6 the Court finds that the Settlement Agreement was entered into in good faith.

7 7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
8 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
9 Plaintiffs, all Participating Class Members, and all Aggrieved Employees shall be bound by the
10 releases set forth in the Settlement Agreement.

11 8. No Class Member opted out from the Settlement, resulting in a total of 227
12 Participating Class Members.

13 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
14 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
15 alleged in the Action, nor is this Final Approval Order a finding of the validity of any claims in the
16 Action, or of any wrongdoing by Defendant or any of the other Released Parties.

17 10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has
18 adequately represented the Class for purposes of entering into and implementing the Settlement.

19 11. The Court finds the \$309,000.00 Gross Settlement Amount provided for under the
20 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
21 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
22 following deductions from the Gross Settlement Amount: \$103,000.00 for attorneys' fees to Class
23 Counsel; (2) \$17,639.32 for attorneys' costs to Class Counsel; (3) Class Representative Service
24 Payments of \$5,000.00 each (for a total of \$10,000.00) to Plaintiffs David Pete and Thomas Miller;
25 (4) PAGA Penalties of \$30,900.00 for claims asserted under California's Private Attorneys General
26 Act ("PAGA"), of which 75% will be payable to the California Labor and Workforce Development
27 Agency ("LWDA") and 25% will be payable to the Aggrieved Employees on a *pro rata* basis
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1 (“Individual PAGA Payment”); and (5) \$7,500.00 for an Administration Expenses Payment to Apex
2 Class Action, LLC (“Apex”). The Net Settlement Amount available for distribution to the Class is
3 approximately \$139,960.68.

4 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
5 set forth in Class Counsel’s application, an award of attorneys’ fees in the amount of \$103,000.00
6 and for costs and expenses in the amount of \$17,639.32 as final payment for and complete
7 satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel is
8 hereby granted. The Court finds that Class Counsel’s request falls within the range of reasonableness
9 and that the result achieved justifies the award and that the requested expenses were reasonably
10 incurred. The payment of attorneys’ fees and costs to Class Counsel shall be made from the Gross
11 Settlement Amount in accordance with the terms of the Settlement Agreement.

12 13. It is ordered that the Class Representative Service Payments of \$5,000.00 each (for a
13 total of \$10,000.00) to Plaintiffs David Pete and Thomas Miller are fair and reasonable as service
14 payments for their service to the Class. The Class Representative Service Payments shall be made
15 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

16 14. The Court further approves the payment of \$7,500.00 to Apex Class Action, LLC to
17 cover the costs of administration as provided for in the Settlement Agreement. The payment
18 authorized by this paragraph shall be made from the Gross Settlement Amount in accordance with
19 the terms of the Settlement Agreement.

20 15. The Court also approves a payment of \$30,900.00 for claims asserted under PAGA
21 (“PAGA Penalties”), with 75% of the PAGA Penalties (\$23,175.00) payable to the LWDA and the
22 other 25% (\$7,725.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
23 Settlement Agreement). The PAGA Penalties are included in, and shall come from, the Gross
24 Settlement Amount. The PAGA Penalties shall be made from the Gross Settlement Amount in
25 accordance with the terms of the Settlement Agreement.

26 16. The Court finds the settlement payments from the Net Settlement Amount provided
27 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
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1 orders the calculations and the payments to be made and administered to the Participating Class
2 Members in accordance with the terms of the Settlement Agreement. The settlement payments
3 authorized by this paragraph shall be made in accordance with the terms of the Settlement
4 Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class
5 Payments and Individual PAGA Payments to Participating Class Members and Aggrieved
6 Employees, all funds from any uncashed checks remaining in the Net Settlement Amount shall be
7 distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property
8 Law, California Civil Code § 1500, *et seq.*, for the benefit of those Participating Class Members and
9 Aggrieved Employees who did not cash their checks until such time that they claim their property.

10 17. The Court shall examine the final accounting at a Compliance Hearing set on
11 1/13/27 @ 9:00 am

12 18. Defendant shall not be required to pay any additional amounts in connection with the
13 Settlement other than those amounts specifically set forth in the Settlement Agreement.

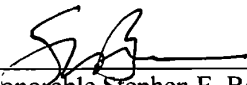
14 19. Without affecting the finality of the Settlement, this Final Approval Order, or Final
15 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
16 continuing jurisdiction over the above-captioned action and the Parties, including all Participating
17 Class Members, relating to the Action and the administration, consummation, enforcement, and
18 interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary
19 purpose.

20 20. The final order shall constitute the final judgment.

21 21. There is no reason to delay the enforcement of this Final Approval Order and the
22 Final Judgment.

23 **IT IS SO ORDERED.**

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25 Dated: 4/15, 2026

26 
27 Honorable Stephen E. Benson
28 Judge of the Superior Court