FILED
Superior Court of California
County of Alameda
04/02/2026
Chad Finke, Executive Officer / Clerk of the Court
By: _____ Deputy
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DESHON WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DESHON WILLIAMS, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General, Plaintiff, vs. VELO3D, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV070396 *Assigned for all purposes to the Honorable Somnath Raj Chatterjee, Dept. 21* **~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT** Date: February 3, 2026 Time: 2:30 p.m. Dept.: 21 **Reservation ID: 676843020023** Complaint Filed: April 4, 2024 Trial Date: Not yet set

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Plaintiff Deshon Williams's unopposed Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above-captioned matter came for hearing on February 3, 2026, before the Honorable Somnath Raj Chatterjee in Department 21 of the above-entitled Court located at 1221 Oak Street, 3rd and 4th Floors, Oakland, CA 94612.

On September 22, 2025, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled action in accordance with the Joint Stipulation of Class Action and PAGA Settlement (hereinafter, "Agreement" or "Settlement") which, together with the exhibits thereto, set forth the terms and conditions for settlement of this Action.

Due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff's Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. Pursuant to California law, this Court hereby grants final approval of the Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

> All current and former hourly-paid, non-exempt employees of Defendant Velo3D, Inc. who were employed by Defendant Velo3D, Inc. in the State of California at any time during the period commencing on April 4, 2020, and ending on April 28, 2025.

4. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne, LLP and Benjamin Smith of Smith Law as Class Counsel in the Action.

5. The Court concludes that distribution of the Notice directed to the Class Members as

set forth in the Agreement and the other matters set forth therein have been completed in conformity with the Preliminary Approval Order and constituted the best notice practicable under the circumstances. The Court concludes that the Administrator, Apex Class Action LLC, took all reasonable and necessary steps to locate and notify each Class Member of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class of all material elements of the Settlement and their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law. The notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

6. The Court hereby finds the Agreement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court,* 4 Cal.3d 800, 821 (1971).

7. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful informal discovery and investigation by Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members;

the extent of investigation and informal discovery completed; the experience and views of Class Counsel; and the absence of objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Agreement and the terms and conditions set forth in this Judgment.

8. A full opportunity has been afforded to Class Members to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion from the Settlement ("Participating Class Members") are bound by the Settlement and by this Judgment.

9. The Court hereby finds that there have been zero (0) objections to the Agreement. The deadline for Class Members to submit written objections to the Agreement was December 22, 2025. The Court also finds that there were zero (0) objections at the hearing on Final Approval.

10. The Court hereby finds that zero (0) Class Members have requested to be excluded from the Settlement. The deadline for Class Members to request to be excluded from the Agreement was December 22, 2025. Accordingly, 137 Participating Class Members are bound by this Judgment.

11. Upon entry of this Judgment and the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant to the Administrator, Participating Class Members, shall fully release and discharge Released Parties from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative complaint in the Action that arise during the Class Period, including the following claims: (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime) including failure to pay wages at the appropriate regular rate of pay; (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); (8) Violation of Cal. Bus. & Prof. Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1,

2800, and 2802.

12. Upon entry of this Judgment and remittance of the Gross Settlement Amount by Defendant to the Administrator, all PAGA Members, the LWDA, and the State of California shall fully release and discharge the Released Parties from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice during the PAGA Period, including failure to pay overtime compensation, including failure to pay at the appropriate regular rate, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, 2800, and 2802 and the Industrial Welfare Commission Orders.

13. Upon entry of this Judgment and remittance of the Gross Settlement Amount by Defendant to the Administrator, in consideration for his Class Representative Enhancement Payment, Plaintiff Deshon Williams, <u>for himself only</u>, also fully releases the Released Parties from any and all Released Claims and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to his employment by Defendant, including but not limited to claims for wages, restitution, or penalties. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except as provided by the Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Plaintiff Deshon Williams has expressly waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

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

This release specifically excludes any claims Plaintiff Deshon Williams has or may have that are not waivable by law, including claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553), and the right to receive benefits under any retirement plan.

14. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court orders Defendant to fund the Gross Settlement Amount of $370,000.00 within fourteen (14) calendar days after of the date of entry of this Judgment to provide payments for Individual Class Member Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs, Settlement Administration Costs, PAGA Penalties to the LWDA, and Settlement Administration Costs. The Court further orders Defendant to separately pay any and all employer payroll taxes owed on the wage portion of the Individual Class Payments. Defendant shall fund and the Settlement Administrator shall distribute these amounts in accordance with the terms of the Agreement.

15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of $111,000.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the amount of $11,745.10 from the Gross Settlement Amount. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement. Any allocation of attorneys' fees and costs between and among Class Counsel shall be made by the Administrator pursuant to the separate and independent agreement between Class Counsel. The Court further orders that 10% of the attorneys' fees awarded

to Class Counsel ($11,100.00) shall be kept in the Settlement Administrator's Qualified Settlement Fund until completion of the distribution process and Court approval of a final accounting.

16. The Court hereby approves and orders a Class Representative Enhancement Payment of $7,500.00 to Plaintiff Deshon Williams from the Gross Settlement Amount in accordance with the terms of the Agreement.

17. The Court finds that the settlement of the Released PAGA Claims for $30,000.00, which is designated and allocated as penalties under the California Labor Code Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves allocation and payment of the PAGA Penalties as follows: $22,500.00 (75% of $30,000.00) to the California Labor Workforce Development Agency, and $7,500.00 (25% of $30,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. 100% of the amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS Form-1099.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Administrator, Apex Class Action LLC, in the amount of $6,250.00.

19. The Court hereby approves and orders payment of Individual Class Payments from the Net Settlement Amount to the Participating Class Members and payment of Individual PAGA Payments to PAGA Members on a *pro rata* basis as set forth in the Agreement.

20. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the Administrator distribute the Individual Class Member Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs payment, Settlement Administration Costs payment, and PAGA Penalties to the LWDA within fourteen (14) calendar days of receipt of the Gross Settlement Amount.

21. The Court also hereby approves and orders that checks distributed from the Gross Settlement Amount to Participating Class Members and PAGA Members will be negotiable for at least ninety (90) calendar days. Expired checks for Individual Class Payments and Individual PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. If a Participating Class Member or PAGA Member check remains uncashed after the expiration date,

the Parties shall jointly request that the Court amend this Final Approval Order and Judgment to direct the Settlement Administrator to transfer any unclaimed funds, plus any interest accrued thereon, to Greg E. Knoll Justice Gap Fund consistent with Code of Civil Procedure § 384.

22. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

23. A post-approval final accounting hearing shall be held on June 22, 2026, at 2:30 p.m. in Dept. 21 of the above-entitled court, located at 1221 Oak Street, 3rd and 4th Floors, Oakland, CA 94612. Class Counsel shall submit a final compliance status report by no later than 7 calendar days before the final accounting hearing.

24. Notice of this Order and Judgment shall be posted by the Administrator, Apex Class Action LLC, on its website for a period of at least sixty (60) days.

25. Plaintiff shall submit a notice of entry of this Judgment to the California Labor and Workforce Development Agency (LWDA).

26. At the time of the final accounting, Class Counsel shall transmit a copy of this Final Approval Order and Judgment to the Judicial Council in accordance with California Code of Civil Procedure § 384.5 and California Government Code § 68520.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 04/02/2026

Honorable Somnath Raj Chatterjee
Judge of the Superior Court
S. Raj Chatterjee / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 04/03/2026 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy B. Mercado
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	
PLAINTIFF/PETITIONER: DESHON WILLIAMS, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General	
DEFENDANT/RESPONDENT: VELO3D, INC., a Delaware corporation	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV070396

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Shannon L Bettis Nakabayashi
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Chad Finke, Executive Officer / Clerk of the Court

Dated: 04/03/2026

By:

B. Mercado, Deputy Clerk