

1 **SELIGSON LAW P.C.**
2 Kenneth Seligson (SBN 326326)
3 Jessica An (SBN 340889)
4 2219 Main Street, Suite 710
5 Santa Monica, California 90405
6 Office: (213) 293-6692
7 Ken@seligsonlaw.com
8 Jessica@seligsonlaw.com
9 Service@seligsonlaw.com

7 **JCL LAW FIRM, APC**
8 Jean-Claude Lapuyade (SBN 248676)
9 5440 Morehouse Drive, Suite 3600
10 San Diego, CA 92121
11 Telephone: (619)599-8292
12 Jlapuyade@jcl-lawfirm.com

11 **ZAKAY LAW GROUP, APLC**
12 Shani O. Zakay (SBN 277924)
13 5440 Morehouse Drive, Suite 3600
14 San Diego, CA 92121
15 Telephone: (619)255-9047
16 Shani@zakaylaw.com

15 Attorneys for Plaintiff

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF HUMBOLDT**

19 CONNIE PARKS, an individual(s) on behalf of
20 herself and on behalf of all persons similarly
21 situated,

21 PLAINTIFF,

23 vs.

24 WILDBIZ, INC., a California
25 Corporation; and DOES 1-50, Inclusive,

26 DEFENDANTS.

Case No: CV2401731

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 3, 2026
Time: 10:30 a.m.
Judge: Hon. Timothy A. Canning
Dept.: Courtroom 4

1 This matter having come before the Timothy A. Canning, of the Superior Court of the State of
2 California, in and for the County of Humboldt, at 10:30 a.m. on April 3, 2026, with Kenneth Seligson,
3 Esq., of Seligson Law P.C., Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani O.
4 Zakay, Esq. of the Zakay Law Group, APLC, as counsel for Plaintiff Connie Parks (“Plaintiff”), and
5 Douglas J. Farmer of Ogletree Deakins, appearing for Defendant Wildbiz, Inc., a California
6 Corporation (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument of
7 counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
8 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
11 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached hereto as
12 **Exhibit 1**. This is based on the Court’s determination that the Settlement Agreement is within the
13 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
14 Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
18 Defendant shall pay is Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00).
19 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
20 and reasonable as to all Class Members when balanced against the probable outcome of further
21 litigation relating to certification, liability, and damages issues. It further appears that investigation and
22 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
23 respective positions. It further appears to the Court that settlement at this time will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks Attorneys' Fees and Costs in the amount of up-to one-third of the Total
6 Settlement Amount for attorneys' fees, currently estimated at One Hundred Thirty-One Thousand Two
7 Hundred Fifty Dollars (\$131,250.00) plus a reimbursement of reasonably incurred expenses in an
8 amount of up to Twenty-Five Thousand Dollars (\$25,000.00), and a proposed Enhancement Payment
9 to the Class Representative, Connie Parks, in an amount of not more than Ten Thousand Dollars and
10 Zero Cents (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court
11 will not approve the Attorneys Fees and Costs, or the Enhancement Payment until the Final Approval
12 Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 all current and former non-exempt employees who worked for Wildbiz, Inc. in California any
18 time or times between September 16, 2020, to August 7, 2025, (the "Class Period"), and
19 excluding any persons who are currently represented by counsel and have a civil action pending,
20 and also excluding any persons who opt-out of the class.

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in his individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints Plaintiff Connie Parks as the representative of the
4 Class.

5 9. The Court provisionally appoints Kenneth Seligson, Esq. of Seligson Law, P.C., Jean-
6 Claude Lapuyade, Esq., of JCL Law Firm, APC, and Shani Zakay, of Zakay Law Group, APLC as
7 Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Proposed Class Notice ("Class
9 Notice") attached to the Agreement as **Exhibit A**. The Court finds that the notice appears to fully and
10 accurately inform the Class Members and Aggrieved Employees of all material elements of the
11 proposed Settlement, including the right of any Class Member to be excluded from the Class by
12 submitting a written request for exclusion, and of each Class Member's right and opportunity to object
13 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
14 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
15 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
16 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
17 set forth in the Agreement.

18 11. The Court hereby appoints APEX Class Action Administration Group as Settlement
19 Administrator. Within fifteen (15) days after the Preliminary Approval Date, Defendant shall provide
20 the Settlement Administrator with the Class Data, including information regarding Class Members that
21 Defendant will in good faith compile from its records, including each Class Member's full name, last-
22 known mailing address, Social Security number, telephone number, and number of Class Period
23 Workweeks and PAGA Pay Periods. No later than fourteen (14) calendar days after receiving the class
24 data, the Settlement Administrator shall mail and email copies of the Notice Packet to all Class
25 Members via first class U.S. Mail.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
2 be postmarked or received by the Response Deadline which is sixty (60) calendar days after the
3 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
4 Notice, not more than fourteen (14) days from the original Response Deadline. Any such person who
5 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
6 Payment under the Settlement and will not be bound by the Class Release provisions in the Agreement,
7 or have any right to object, appeal or comment thereon. Class Members who have not requested
8 exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

9 13. Any Class Member may appear at the final approval hearing, regardless of whether they
10 have submitted a timely written objection and notice of intention to appear. Class Members may
11 express their views regarding the Settlement and may present evidence and file briefs or other papers
12 that may be proper and relevant to the issues to be heard and determined by the Court as provided in
13 the Notice. Class Members will have sixty (60) calendar days (plus an additional 14 days from Class
14 Members whose Class Notice is remailed) from the date the Settlement Administrator mails the Class
15 Notice to postmark their written objections to the Settlement Administrator.

16 14. A Final Approval Hearing shall be held before this Court on _____
17 _____ at _____ AM/PM in Department _____ of the Humboldt County Superior
18 Court to determine all necessary matters concerning the Settlement, including: whether the proposed
19 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
20 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval
21 should be entered herein; whether the plan of allocation contained in the Agreement should be approved
22 as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees and Costs,
23 Enhancement Payment, and the Settlement Administration Expenses. All papers in support of the
24 Motion for Final Approval and the Motion for Attorneys' Fees and Costs and Enhancement Payment
25 shall be filed with the Court no later than sixteen (16) court days prior to the Final Approval Hearing.

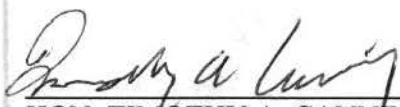
26 15. In the event the Settlement does not become effective in accordance with the terms of the
27 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
28 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,

1 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
2 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
3 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
4 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
5 is not approved.

6 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
7 and all dates provided for in the Agreement without further notice to Class Members and retains
8 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 4/23/2016



HON. TIMOTHY A. CANNING
JUDGE OF THE SUPERIOR COURT

TIMOTHY A. CANNING