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S. LIND CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By K. Jinkerson
Deputy Clerk

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF CONTRA COSTA**

14 **Sophia Marie Aguirre**, individually and
15 on behalf of all similarly situated
16 individuals,

17 Plaintiff,

18 vs.

19 **Shift4 Payments, LLC**, a Delaware
20 Limited Liability Company; and **Does 1-10**,
21 inclusive;

22 Defendants.

CASE NO. C24-01636

[Assigned to the Honorable Edward G.
Weil, Dept. 39]

CLASS ACTION

**~~[PROPOSED]~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT
PURSUANT TO THE TERMS OF
JOINT STIPULATION RE: CLASS
ACTION AND PAGA SETTLEMENT**

Date: 6/4/2026
Time: 9:00 am
Dept.: 39 10

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement
2 of this action on the terms set forth in the Joint Stipulation of Settlement and Release of
3 Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on
4 6/4/2026.

5 Having considered the Settlement, all papers and proceedings held herein, and
6 having reviewed the entire record in this action, Case No. C24-01636, entitled *Sophia*
7 *Aguirre v. Shift4 Payments, LLC* (the "Action"), and good cause appearing, the Court finds
8 that:

9 WHEREAS, Plaintiff Sophia Marie Aguirre ("Plaintiff" or "Class Representative"),
10 has alleged claims against Shift4 Payments, LLC ("Defendant") as an individual and on
11 behalf of all others similarly situated, comprising: "*all persons who worked at least one*
12 *3.5-hour shift as a non-exempt employee in the State of California from June 21, 2020*
13 *through June 10, 2025.*" ("Class Members"); and

14 WHEREAS, Plaintiff asserts class and PAGA claims in the Action against Defendant
15 for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
16 authorize meal periods or premium pay in lieu thereof; (4) failure to provide rest periods
17 or premium pay in lieu thereof; (5) failure to provide a legal paid vacation policy; (6) failure
18 to provide and maintain accurate records; (7) failure to reimburse necessary business
19 expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004,
20 Cal. Lab. Code §§ 2698, et seq. ("PAGA"); and (9) Unlawful Business Practices, Cal. Bus.
21 & Prof. Code §§ 17200, et seq.

22 WHEREAS, Defendant expressly deny the allegations of wrongdoing and violations
23 of law alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the
24 Class Members; and

25 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and
26 Defendant (collectively, the "Parties") determined that it was mutually advantageous to
27 settle this Action and to avoid the costs, delay, uncertainty, and business disruption of
28 ongoing litigation; and

1 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint
2 Stipulation re: Class and PAGA Action Settlement on October 23, 2025, which provides for
3 the final resolution of all class and PAGA claims asserted by Plaintiff against Defendant in
4 the Action, on the terms and conditions set forth in the Stipulation, subject to the approval
5 of this Court;

6 NOW, therefore, the Court grants preliminary approval of the Settlement, and

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. To the extent defined in the Stipulation, incorporated herein by reference,
9 the terms in this Order shall have the meanings set forth therein.

10 2. The Court has jurisdiction over the subject matter of this Action, Defendant,
11 and the Class.

12 3. The Class is defined as follows: “all persons who worked at least one 3.5-hour
13 shift as a non-exempt employee in the State of California from June 21, 2020 through
14 August 9, 2025.”

15 4. The Court has determined that the Class Notice fully and accurately informs
16 all persons in the Class of all material elements of the proposed Settlement, constitutes the
17 best notice practicable under the circumstances, and constitutes valid, due, and sufficient
18 notice to all Class Members. The Class Notice is attached as **Exhibit A** and incorporated
19 by reference.

20 5. The Court hereby grants preliminary approval of the Settlement and
21 Stipulation as fair, reasonable, and adequate in all respects to the Class Members, and
22 orders the parties to consummate the Settlement in accordance with the terms of the
23 Stipulation, including the terms and procedures for Class Members to object or request
24 exclusion to the Settlement.

25 6. The plan of distribution as set forth in the Stipulation providing for the
26 distribution of the Net Settlement Amount to Settlement Class Members is preliminarily
27 approved as being fair, reasonable, and adequate.

28 7. The Court preliminarily appoints as Class Counsel the following attorneys:

1 Elliot J. Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California
2 90014 and Navid Barahmand of Barahmand Law Group 23801 Calabasas Road, Suite
3 2034, Calabasas, California 91203.

4 8. The Court preliminarily approves the payment of attorneys' fees in the
5 amount of \$47,500.00 (or one-third of the Maximum Settlement Amount) to Class
6 Counsel, which shall be paid from the Maximum Settlement Amount.

7 9. The Court preliminarily approves the payment of incurred reasonable costs
8 in an amount not to exceed \$15,000.00 to Class Counsel, which shall be paid from the
9 Maximum Settlement Amount as defined in the parties' Stipulation.

10 10. The Court preliminarily approves a payment in the amount of \$92,500.00 of
11 the settlement amount to be allocated to PAGA, of which \$60,125.00 will be paid to the
12 California Labor & Workforce Development Agency, representing the State of California's
13 portion of civil penalties under PAGA (or 65% of \$92,500.00), and \$32,375.00 to the
14 alleged Aggrieved Employees (or 35% of \$92,500.00), which shall both be paid from the
15 Maximum Settlement Amount.

16 11. The Court preliminarily approves the payment of incurred reasonable claims
17 administration costs to the Settlement Administrator, in an amount not to exceed \$5,000,
18 which shall be paid from the Maximum Settlement Amount.

19 12. The Court preliminarily approves an enhancement award to the Class
20 Representative, Sophia Aguirre, in the amount of up to \$7,500.00 which amount shall be
21 paid from the Maximum Settlement Amount.

22 13. The Court preliminarily approves the California Bar's Justice Gap Fund as
23 the *cy pres* beneficiary for all uncashed funds.

24 14. This Preliminary Approval Order and the Stipulation, and all papers related
25 thereto, are not, and shall not be construed to be, an admission by Defendant of any
26 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such
27 liability, claim, or wrongdoing in this Action or in any other proceeding.

28 15. In the event that the Settlement does not become effective in accordance with

1 the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null
 2 and void to the extent provided by and in accordance with the Stipulation and shall be
 3 vacated. In such event, all orders entered and releases delivered in connection herewith
 4 shall be null and void to the extent provided by and in accordance with the Stipulation,
 5 and each party shall retain his or its rights to proceed with litigation of the Action.

6 16. The Court orders the following Implementation Schedule¹ for further
 7 proceedings:


8 a.	Deadline for Defendant to submit Class Member data to the Settlement Administrator	_____ [15 calendar days after entry of the Court's Order Granting Preliminary Approval].
9 b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	_____ [5 calendar days following the Settlement Administrator's receipt of Class data]
10 c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	_____ [35 calendar days after the Settlement Administrator mails the Notice]
11 d.	Deadline for Class Members to submit objections to the Settlement	_____ [35 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
12 e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ [30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval Hearing]
13 f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
14 g.	Final Settlement Approval	_____, 2026 at

15 _____
 16 ¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to
 17 act shall be extended to the next business day, and will be as stated in this Implementation
 18 Schedule.

	Hearing	_____ a.m./p.m.
h.	Settlement Administrator to Provide an Accounting of Funds	_____ [7 calendar days following the Effective Date of the Settlement]
i.	Deadline for Defendant to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	_____ [21 calendar days following the day Defendant receives the final Accounting of Funds from the Settlement Administrator]
j.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representative; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	_____ [7 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]
k.	Compliance Hearing	_____ [240 calendar days following Effective Date of the Settlement]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 6/8/26


 Hon. ~~Edward G. Weil~~ **CHARLES S. TREAT**
 Contra Costa County Superior Court Judge