

S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff
DEVON BOLTON

Chandra A. Beaton (SBN 225787)
cbeaton@lightgablerlaw.com
Jason B. Edlinger (SBN 307287)
jedlinger@lightgablerlaw.com
LIGHTGABLER LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Telephone: (805) 248-7208 / Fax (805) 248-7209

Attorneys for Defendant
SHARK TANK GROUP LLC DBA THREE TREES DELIVERY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

DEVON BOLTON, individually and on behalf
of others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

SHARK TANK GROUP LLC DBA THREE
TREES DELIVERY, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 25CV125534

*Assigned for all purposes to the Honorable
Somnath Raj Chatterjee, Dept. 21*

**AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: June 5, 2025
FAC Filed: October 29, 2025
Trial Date: Not set

AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION AND PAGA SETTLEMENT

Plaintiff Devon Bolton (“Plaintiff”) and Defendant Shark Tank Group LLC dba Three Trees Delivery (“Defendant”) (collectively, “Parties”), by and through their respective counsel of record, HEREBY STIPULATE AND AGREE to amend the Joint Stipulation of Class Action and PAGA Settlement previously executed by the Parties on or about January 27, 2026 (“Settlement Agreement”) as follows:

1. Page 5, paragraph 32 of the Settlement Agreement is hereby amended to state as follows:

32. “Released PAGA Claims” means any and all claims for the recovery for civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff, the LWDA, and the State of California, have or may claim to have, against Released Parties, based on the violations alleged in the PAGA Notice, and arising during the PAGA Period, including the following claims: failure to pay overtime compensation, 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 alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, 2802, and 2699, *et seq.*

2. Page 11, paragraph 53 of the Settlement Agreement shall be amended to state as follows:

53. Distribution of the Gross Settlement Amount: The Settlement Administrator shall issue payments from the Gross Settlement Amount over the course of three distributions, as follows:

(a) First Distribution: Within fourteen (14) calendar days of receipt of the first six (6) Installment Payments totaling \$60,00.00, the Settlement Administrator shall distribute all Individual PAGA Payments to PAGA Members. All amounts remaining after payment of Individual PAGA Payments shall be distributed on a pro-rata basis as Individual Class Payments to Participating Class Members. The Settlement Administrator may take a deduction from the First Distribution to pay for costs associated with administering the First Distribution.

i. Participating Class Members and PAGA Members shall have one hundred twenty (120) calendar days to cash any checks issued to them from the First Distribution. The Settlement Administrator shall

not be required to make any effort to resend checks to Participating Class Members and PAGA Members who do not cash their checks from the First Distribution within the 120-calendar-day check cashing period.

(b) Second Distribution: Within fourteen (14) calendar days of receipt of the second six (6) Installment Payments totaling \$60,000.00, the Settlement Administrator shall distribute the remaining balance owed on Individual Class Payments, plus a pro-rata share of any funds remaining from uncashed checks issued to Participating Class Members from the First Distribution, to Participating Class Members who timely cashed their checks from the First Distribution. The Settlement Administrator may take a deduction from the Second Distribution to pay for costs associated with administering the Second Distribution. Any Participating Class Members and PAGA Members who did not cash their checks from the First Distribution shall not receive any payment from the Second Distribution. The Settlement Administrator shall distribute any funds remaining from the Second Distribution after full payment of Individual Class Payments in the following order of priority: (1) Class Representative Enhancement Payment to Plaintiff; (2) PAGA Penalties to the LWDA; (3) any remaining Settlement Administration Costs to the Settlement Administrator; and (4) Class Counsel's costs; and (5) up to 90% of Class Counsel's fees.

(c) Third Distribution: Within fourteen (14) calendar days of receipt of the final eight (8) Installment Payments totaling \$80,000.00, the Settlement Administrator shall issue payments for all amounts remaining due for (1) the Class Representative Enhancement Payment to Plaintiff; (2) PAGA Penalties to the LWDA; (3) remaining Settlement Administration Costs to the Settlement Administrator; (4) Class Counsel's costs; and (5) up to 90% of Class Counsel's fees.

(d) Distribution of Remaining Class Counsel Fees. Within fourteen (14) calendar days of (1) the completion of the First, Second, and Third Distributions; and (2) the Settlement Administrator's receipt of notice of the Court's approval of the final accounting, the Settlement Administrator shall issue payment to Class Counsel for the remaining 10% of Class Counsel's fees.

3. The estimated Settlement Administration Costs provided by paragraphs 38, 56, and 58 of the Settlement Agreement shall be increased to \$10,590.00 in order to cover additional costs associated with two rounds of distributions to Participating Class Members and PAGA Members.

///

///

///

1 4. Pages 18–19, paragraph 77 of the Settlement Agreement is hereby amended to state as
2 follows:

3 77. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
4 to Participating Class Members and PAGA Members will be negotiable for at least one
5 hundred twenty (120) calendar days. The Individual Class Payment checks provided to
6 Participating Class Members and Individual PAGA Payment checks provided to PAGA
7 Members shall prominently state the expiration date or a statement that the Settlement
8 Check will expire in one hundred twenty (120) days, or alternatively, such a statement
9 may be made in a letter accompanying the Individual Class Payment and/or Individual
10 PAGA Payment. Expired checks for Individual Class Payments and Individual PAGA
11 Payments will not be reissued, except for good cause and as mutually agreed by the
12 Parties in writing. If any checks issued to Participating Class Members or PAGA
13 Members issued from the Second Distribution remained uncashed after 120 calendar
14 days of issuance, the uncashed funds and accrued interest, if any, subject to Court
15 approval, shall be distributed to Centro Legal de la Raza (“Cy Pres Recipient”).
16 Following the disbursement of the Gross Settlement Amount and expiration of the time
17 period for Participating Class Members and PAGA Members to cash their Individual
18 Class Payment and/or Individual PAGA Payment checks, the Parties shall jointly
19 request that the Court amend the Final Approval Order and Judgment to direct the
20 Settlement Administrator to pay the sum of any unclaimed funds from the Second
21 Distribution, plus any interest accrued thereon, to the Cy Pres Recipient, consistent
22 with Code of Civil Procedure § 384. Class Counsel and Defendant’s counsel shall
23 provide the Court with a declaration under oath certifying that they do not have any
24 connection or relationship to the Cy Pres Recipient that could reasonably create the
25 appearance of any impropriety or potential conflict of interests of the Class.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 5. The proposed Notice of Class Action and PAGA Settlement to be mailed to Class
2 Members shall be revised to reflect the amendments to the Settlement Agreement set forth herein,
3 substantially in the form attached hereto as **Exhibit A**.

4
5 **IT IS SO STIPULATED.**

6 Dated: May 29, 2026

PARKER & MINNE, LLP

7
8 By:



S. Emi Minne
Attorneys for Plaintiff DEVON BOLTON

9
10 Dated: May 29, 2026

LIGHTGABLER LLP

11
12
13 By:



Chandra A. Beaton
Jason B. Edlinger
Attorneys for Defendant
SHARK TANK GROUP DBA THREE TREES
DELIVERY

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Devon Bolton v. Shark Tank Group LLC dba Three Trees Delivery

Alameda County Superior Court, Case No. 25CV125534

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former non-exempt, hourly-paid employees who are or were employed by Shark Tank Group LLC dba Three Trees Delivery in the State of California at any time from June 5, 2021, through November 10, 2025
------------	---

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Shark Tank Group LLC dba Three Trees Delivery (“Defendant”) on June 5, 2025 in the Alameda County Superior Court, Case No. 25CV125534 (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to pay minimum wages and overtime compensation, failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed upon termination of their employment, did not provide accurate wage statements, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Class Members are entitled to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Devon Bolton, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt, hourly-paid employees who are or were employed by Defendant in the State of California at any time from June 5, 2021, through November 10, 2025). All these people are referred to in this Notice as Class Members. In a class action, one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Alameda County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On **[Date of Preliminary Approval]** the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed his attorneys at Parker & Minne, LLP as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt, hourly-paid employee in the state of California at any time between June 5, 2021, through November 10, 2025.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Two Hundred Thousand Dollars (\$200,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel. Defendant has agreed to deposit the Gross Settlement into a Qualified Settlement Fund controlled by the Settlement Administrator over a series of 20 monthly installment payments to be completed by April 11, 2028.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount (\$66,666.67);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed \$16,000.00;
- C. **Class Representative Enhancement Payment** in an amount not to exceed \$10,000.00 to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed \$10,590.00; and
- E. **PAGA Penalties** in the amount of \$15,000.00 for the settlement of claims arising under PAGA. Sixty-Five percent (65%) of this amount, (\$9,750.00) shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining thirty-five percent (35%) (\$5,250.00) will be distributed to hourly-paid, non-exempt employees of Defendants who were employed in the state of California at any time from April 24, 2024, to November 10, 2025 (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee in the state of California from June 5, 2021, through November 10, 2025 (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 35% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of pay periods each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendants from April 24, 2024, through November 10, 2025. PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion as a Class Member (discussed below).

The Settlement provides that Defendant will fund the Gross Settlement Amount and Defendant’s share of any employer-side payroll taxes over a series of twenty (20) monthly installment payments in the amount of \$10,000.00 (“Installment Payments”). The first installment payment shall be made by no later than September 11, 2026, with all Installment Payments completed by no later than April 11, 2028.

6. How much will I receive from the settlement?

According to Defendant’s records, you worked:

- workweeks during the Class Period (June 5, 2021, to November 10, 2025); and
- pay periods during the PAGA Period (April 24, 2024, to November 10, 2025).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$ [REDACTED], and your Individual PAGA Payment (if applicable) is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [INSERT RESPONSE DEADLINE]. All disputes regarding your Workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator's contact information is listed below:

Apex Class Action LLC

[Address]

[Telephone No].

[Fax No.]

[E-mail address]

7. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

The Gross Settlement Amount, including any amounts you are entitled to receive as an Individual Class Payment or Individual PAGA Payment, will be issued over the course of three distributions, as follows:

- **First Distribution:** Following receipt of the first six (6) Installment Payments totaling \$60,00.00, the Settlement Administrator shall distribute all Individual PAGA Payments to PAGA Members. All amounts remaining after payment of Individual PAGA Payments shall be distributed on a *pro-rata* basis as Individual Class Payments to Class Members who do not request to be excluded from the Settlement ("Participating Class Members"). The Settlement Administrator may take a deduction from the First Distribution to pay for costs associated with administering the First Distribution. Participating Class Members and PAGA Members shall have one hundred twenty (120) calendar days to cash any checks issued to them from the First Distribution. The Settlement Administrator shall not be required to make any effort to resend checks to Participating Class Members and PAGA Members who do not cash their checks from the First Distribution within the 120-calendar-day check cashing period.
- **Second Distribution:** Following receipt of the second six (6) Installment Payments totaling \$60,000.00, the Settlement Administrator shall distribute the remaining balance owed on Individual Class Payments, plus a *pro-rata* share of any funds remaining from uncashed checks issued to Participating Class Members from the First Distribution, to Participating Class Members who timely cashed their checks from the First Distribution. The Settlement Administrator may take a deduction from the Second Distribution to pay for costs associated with administering the Second Distribution. Any Participating Class Members and PAGA Members who did not cash their checks from the First Distribution shall not receive any payment from the Second Distribution. The Settlement Administrator shall distribute any funds remaining from the Second Distribution after full payment of Individual Class Payments in the following order of priority: (1) Class Representative Enhancement Payment to

Plaintiff; (2) PAGA Penalties to the LWDA; (3) any remaining Settlement Administration Costs to the Settlement Administrator; (4) Class Counsel's costs; and (5) up to 90% of Class Counsel's fees.

- **Third Distribution:** Following receipt of the final eight (8) Installment Payments totaling \$80,000.00, the Settlement Administrator shall issue payments for all amounts remaining due for (1) the Class Representative Enhancement Payment to Plaintiff; (2) PAGA Penalties to the LWDA; (3) remaining Settlement Administration Costs to the Settlement Administrator; (4) Class Counsel's costs; and (5) up to 90% of Class Counsel's fees.
- **Distribution of Remaining Class Counsel Fees.** Within fourteen (14) calendar days of (1) the completion of the First, Second, and Third Distributions; and (2) the Settlement Administrator's receipt of notice of the Court's approval of the final accounting, the Settlement Administrator shall issue payment to Class Counsel for the remaining 10% of Class Counsel's fees.

8. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely Request for Exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Shark Tank Group, LLC, Three Trees Holdings and Curry Tech Consulting, and their respective past, present and/or future, direct and/or indirect, officers, directors, owners, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means 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 Lawsuit, including the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (8) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200, *et seq.*, which are predicated on alleged violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Released Class Claims pertains to the period of June 5, 2021, to November 10, 2025.

In addition, Plaintiff, on behalf of the LWDA and State of California, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff, the LWDA, and the State of California, have or may claim to have, against Released Parties, based on the violations alleged in the PAGA Notice and arising during the PAGA Period, including the following claims: failure to pay overtime compensation, 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 alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, 2802, and 2699, *et seq.* ("Released PAGA Claims.") The Released PAGA Claims pertains to the period of April 24, 2024, to November 10, 2025.

EXCLUDING YOURSELF FROM THE RELEASE OF CLASS ACTION CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a Request for Exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

9. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written Request for Exclusion. You must include your name, address, telephone number and Social Security Number. Your Request for Exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Devon Bolton v. Shark Tank Group LLC dba Three Trees Delivery*. I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written Request for Exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **[Insert Response Deadline]**. You cannot exclude yourself by phone.

Apex Class Action LLC

[Address]

[Telephone No.]

[Fax No.]

[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims.

10. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

11. If I exclude myself, can I get money from the Settlement?

No (except if you worked between April 24, 2024, to November 10, 2025, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid Request for Exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Defendant and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP as counsel for the Class for Settlement purposes. The firm's contact information is:

PARKER & MINNE, LLP

S. Emi Minne

700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

Class Counsel will ask the Court for attorneys' fees of up to \$66,666.67 and reimbursement of litigation costs and expenses of up to \$16,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court if I don't like the Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than **[Insert Response Deadline]**. Your objection must include your full name, address, telephone number, Social Security number, and the specific reason for your objection. You may also come to the Final Approval Hearing on **[Insert Response Deadline]** and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at **[Insert Final Approval Hearing Time]** a.m./p.m. on **[Insert Final Approval Hearing Date]**, in Department 21 of the **Alameda** County Superior Court, located at 1225 Fallon Street, Oakland, California 94612. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the Final Approval Hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at <https://eportal.alameda.courts.ca.gov>. Tentative rulings are typically posted the court day before the hearing.

17. How will I learn if the Settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www._____.com.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Checks for Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 120 calendar days. As explained in Section 7 above, if you do not cash the settlement check(s) issued at the First Distribution within 120 calendar days, such funds will be irrevocably lost to you because they will be re-distributed on a *pro-rata* basis to PAGA Members and/or Participating Class Members who timely cashed their checks from the First Distribution. Additionally, if you do not cash the settlement check(s) issued at the Second Distribution within 120 calendar days, such funds will be irrevocably lost to you because they will be distributed to Centro Legal de la Raza, the non-profit organization designated as the cy pres (charitable) recipient.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.settlement.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also obtain copies of the Settlement Agreement through the Court's public online portal at <https://portal.alameda.courts.ca.gov>, and searching for Case No. 25CV125534. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated contact information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK
OF THE COURT OR THE JUDGE**