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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*

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

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

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff Devon Bolton, individually and on behalf of the Class, and Defendant Shark Tank Group
4 LLC dba Three Trees Delivery.

5 **DEFINITIONS**

6 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action
7 and PAGA Settlement.

8 2. “Action” refers to the court action entitled *Devon Bolton v. Shark Tank Group LLC dba*
9 *Three Trees Delivery*, Alameda County Superior Court Case No. 25CV125534.

10 3. “Class Counsel” means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP, who
11 will seek to be appointed as counsel for the Class.

12 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
13 and resolution of the Action and their expenses and costs incurred in connection with the Action,
14 which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not
15 to exceed one-third of the Gross Settlement Amount (i.e., \$66,666.67), and the reimbursement of costs
16 and expenses associated with the litigation and settlement of the Action, not to exceed \$16,000.00,
17 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees
18 and reimbursement of costs and expenses in the amounts set forth above.

19 5. “Class List” means a complete list of all Class Members and PAGA Members that
20 Defendant will diligently and in good faith compile from their records and provide to the Settlement
21 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The
22 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all Class
23 Members’ and PAGA Members’: (1) full name; (2) last known home address; (3) last known telephone
24 number; (4) Social Security number; (5) start and end dates of active employment as a non-exempt,
25 hourly employee of Defendant in the State of California; (6) total Workweeks during the Class Period;
26 (7) total Pay Periods during the PAGA Period; and (8) any other information required by the
27 Settlement Administrator in order to effectuate the terms of the Settlement.
28

1 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt
2 employees of Defendant who were employed by Defendant in the State of California at any time during
3 the Class Period.

4 7. “Class Period” means the period commencing on June 5, 2021, and ending on
5 November 10, 2025.

6 8. “Class Representative Enhancement Payment” means the amount that the Court
7 authorizes to be paid to Plaintiff, in addition to his Individual Class Payment, in recognition of the
8 efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the
9 General Release of his claims as provided herein.

10 9. “Court” means the Superior Court of the State of California for the County of Alameda.

11 10. “Defendant” refers to Shark Tank Group LLC dba Three Trees Delivery.

12 11. “Defendant’s Counsel” means Chandra Beaton and Jason B. Edlinger of LightGabler
13 LLP.

14 12. “Effective Date” means the date by when both of the following have occurred: (a) the
15 Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment
16 is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences:
17 (a) if no Participating Class Member objects to the Settlement or if all objections by Participating Class
18 Members are withdrawn, the day the Court enters the Final Approval Order and Judgment; (b) if one
19 or more Participating Class Members objects to the Settlement and the objection is not withdrawn, the
20 day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment and
21 no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or
22 withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

23 13. “Final Approval” means the date the Court enters an order granting final approval of
24 the Settlement Agreement.

25 14. “Final Approval Order and Judgment” mean the judgment and order entered by the
26 Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of
27 California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court,
28 Rule 3.769(a).

1 15. “Gross Settlement Amount” means the non-reversionary sum of Two Hundred
2 Thousand Dollars and Zero Cents (\$200,000.00) to be paid by Defendant in full satisfaction of all of
3 Defendant’s liabilities in the Action, including Class Counsel’s Fees and Costs, Class Representative
4 Enhancement Payment, Payments to Class Members, PAGA Penalties, and Settlement Administration
5 Costs. The Gross Settlement Amount does not include any employer-side payroll taxes, which will be
6 calculated by the Settlement Administrator and separately paid for by Defendant.

7 16. “Individual Class Payment” means a Participating Class Members’ pro-rata share of
8 the Net Settlement Amount.

9 17. “Individual PAGA Payment” means a PAGA Member’s pro-rata share of the 35%
10 portion of PAGA Penalties to be paid to PAGA Members.

11 18. “Net Settlement Amount” means the funds available for payments to Class Members,
12 which shall be the amount remaining after the following amounts are deducted from the Gross
13 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration
14 Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Penalties to the
15 California Labor & Workforce Development Agency (“LWDA”) and PAGA Members.

16 19. “Notice” means the Notice of Class Action and PAGA Settlement in a form
17 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’
18 and PAGA Members’ last known addresses and which will provide Class Members and PAGA
19 Members with information regarding the Action and information regarding the settlement of the
20 Action.

21 20. “Objection” means a Participating Class Member’s valid and timely written objection
22 to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
23 address, telephone number, the employee’s Social Security number, and (b) a written statement of all
24 grounds for the objection accompanied by legal support, if any, for such objection.

25 21. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal.
26 Lab. Code §§ 2698, *et seq.*

1 22. “PAGA Members” means all current and former non-exempt, hourly employees of
2 Defendant who were employed by Defendant in the state of California at any time during the PAGA
3 Period.

4 23. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order
5 to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
6 *seq.*) (“PAGA”). The Parties have agreed that Fifteen Thousand Dollars and Zero Cents (\$15,000.00)
7 of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims. Sixty
8 Five Percent (65%) of this amount (\$9,750.00) will be paid to the California Labor and Workforce
9 Development Agency in accordance with Labor Code §§ 2698 *et seq.* Thirty Five Percent (35%) of
10 this amount (\$5,250.00), will be distributed to PAGA Members. PAGA Members will receive payment
11 from the employee portion of the PAGA Penalties regardless of their decision to participate in the
12 class action if the PAGA Penalties are approved by the Court.

13 24. “PAGA Notice” refers to the notice letter submitted to the LWDA by Plaintiff on April
14 24, 2025.

15 25. “PAGA Period” means the period commencing on April 24, 2024, and ending on
16 November 10, 2025.

17 26. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either the
18 Plaintiff or Defendant, individually.

19 27. “Participating Class Members” means all Class Members who do not submit valid and
20 timely Requests for Exclusion.

21 28. “Pay Period” means any Pay Period in which a PAGA Member worked at least one day
22 for Defendant during the PAGA Period.

23 29. “Plaintiff” means Plaintiff Devon Bolton, who will seek to be appointed as the
24 representative for the Class.

25 30. “Preliminary Approval” means the date the Court enters an order granting preliminary
26 approval of the Settlement Agreement.

27 31. “Released Class Claims” means all claims, rights, demands, liabilities and causes of
28 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 arising during the Class Period, 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.

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, or may claim to have, against Released Parties, based on the violations alleged in the operative Complaint in the Action, and/or 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.*

33. “Released Parties” means 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.

1 34. “Request for Exclusion” means a valid and timely written statement submitted by a
2 Class Member requesting to be excluded from the Class Action.

3 35. “Response Deadline” means the date sixty (60) calendar days after the Settlement
4 Administrator mails Notice to Class Members, which shall be the last date on which Class Members
5 may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes to
6 the Settlement Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday
7 or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal
8 Service is open. The Response Deadline for Requests for Exclusion, Objections, and disputes will be
9 extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
10 Administrator, unless the 15th day falls after the remailing falls on a Sunday or Federal holiday, in
11 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service
12 is open. The Response Deadline may also be extended by express agreement between Class Counsel
13 and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have
14 the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion
15 or objection to the Settlement.

16 36. “Settlement” means the disposition of the Action pursuant to this Agreement.

17 37. “Settlement Administrator” means Apex Class Action, LLC. The Parties each represent
18 that they do not have any financial interest in the Settlement Administrator or otherwise have a
19 relationship with the Settlement Administrator that could create a conflict of interest.

20 38. “Settlement Administration Costs” mean the costs payable from the Gross Settlement
21 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
22 to, translating, printing, distributing, and tracking documents for this Settlement,
23 calculating/confirming the number of Workweeks and Pay Periods from the information contained in
24 the Class List, calculating each Participating Class Member’s Individual Class Payment, calculating
25 each PAGA Member’s Individual PAGA Payment, tax reporting, distributing the Gross Settlement
26 Amount, providing necessary reports and declarations, and other duties and responsibilities set forth
27 herein to process this Settlement. It is currently estimated that Settlement Administration Costs shall
28 not exceed \$6,490.00.

39. “Workweek” shall mean any calendar week (i.e., a week beginning on Sunday and ending on Saturday) in which a Class Member worked at least one day for Defendant during the Class Period.

RECITALS

40. On April 24, 2025, Plaintiff provided written notice to the LWDA and Defendant of his intent to seek civil penalties pursuant to PAGA for Defendant’s alleged violations of California Labor Code §§ 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, and 2802.

41. On June 5, 2025, Plaintiff filed a putative class action complaint against Defendant in the Superior Court for the State of California, County of Alameda entitled *Devon Bolton v. Shark Tank Group LLC dba Three Trees Delivery*, Case No. 25CV125534, alleging the following eight (8) causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (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) Violation of California Business and Professions Code §§ 17200, *et seq.* A First Amended Class Action and Representative Action Complaint adding an additional representative cause of action pursuant to PAGA was filed on October 29, 2025.

42. Defendant denies the allegations in the Complaint and the First Amended Class Action and Representative Action Complaint in the Action and PAGA Notice, denies any failure to comply with the laws identified in the Action and PAGA Notice, and denies any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Notice.

43. Following the filing of the Action, the Parties met and conferred with respect to potential resolution of the Action, and agreed to engage in private mediation. Prior to mediation, Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses

1 and the applicable law. This investigation included, *inter alia* the exchange of informal discovery,
2 review of numerous corporate policies and practices, and analysis of an approximately one-third
3 sampling of the time and payroll records for the putative class. Class Counsel's investigation was
4 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
5 Cal.App.4th 1794, 1801 (1998) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130
6 (2008).

7 44. On September 11, 2025, the Parties participated in a private mediation with Tagore
8 Subramaniam, Esq., a respected mediator with extensive experience in complex wage and hour
9 litigation. Mr. Subramaniam's supervision of the mediation and negotiations was critical in managing
10 the expectations of the Parties, and in providing a useful and neutral analysis of the case to both Parties.
11 After a full day of negotiations, the Parties accepted a mediator's proposal to settle this matter on a
12 class-wide basis, the material terms of which are now fully memorialized in this Agreement. On or
13 about October 13, 2025, the Parties executed a Memorandum of Understanding, the material terms of
14 which are now fully memorialized in this Agreement.

15 45. The settlement discussions during and after mediation were conducted at arms-length,
16 and this Agreement is the result of an informed and detailed analysis of Defendant's potential liability
17 in relation to the Parties' respective costs and risks associated with continued litigation.

18 46. Based on data produced pursuant to informal discovery, as well as Class Counsel's own
19 independent investigation and evaluation, Plaintiff and Class Counsel believe that the Settlement for
20 the consideration and terms set forth in this Agreement is fair, reasonable and adequate, and is in the
21 best interests of the Class in light of all known facts and circumstances.

22 47. This Agreement is made and entered into by and between Plaintiff individually and on
23 behalf of the proposed Class, and Defendant, and is subject to the terms and conditions hereof, and to
24 the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely for the
25 purpose of compromising significantly disputed claims and that nothing herein is an admission of
26 liability or wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be of
27 no force or effect, and the Parties shall be returned to their original respective positions prior to the
28 Settlement and shall proceed in all respects as if this Settlement Agreement had not been executed.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

48. Class Certification for Settlement Purposes Only: Solely for purposes of Settlement of the Action, the Parties stipulate and agree that the requirements for establishing class certification with respect to the Class have been satisfied, and stipulate and agree to certification of the Class. The Parties further agree to the designation of Parker & Minne, LLP as counsel for the Class. Should the Settlement not be approved or is terminated, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action.

49. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Class Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side payroll taxes due on the Individual Class Payments, or as a result of an increase in the number of Workweeks as set forth in Paragraph 50 below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

50. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendant's representation that Class Members worked a total of 10,000 Workweeks during the Class Period ("Workweek Amount"). Should the actual number of Workweeks for Class Members during the Class Period exceed the Workweek Amount by more than ten percent (10%) (i.e., final total Workweeks increased by more than 1,000 Workweeks), then Defendant shall elect to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by Class Members during the Class Period above the 10% threshold (e.g., if the total number of Workweeks worked by Class Members increases by 11% to 11,100

1 Workweeks, the Gross Settlement Amount shall increase by 1% to \$202,000.00); or (ii) shorten the
2 Class Period to end on the last date before the total Workweeks worked by Class Members exceeds
3 10% of the Workweek Amount (e.g., the last date there are no more than 11,000 Workweeks).

4 51. Funding of the Gross Settlement Amount: Defendant shall fully fund the Gross
5 Settlement Amount and Defendant's share of any employer-side payroll taxes over a series of twenty
6 (20) monthly installment payments in the amount of \$10,000.00 ("Installment Payments"),
7 commencing on September 11, 2026, with all Installment Payments to be completed by no later than
8 April 11, 2028. Defendant shall deposit all Installment Payments into a Qualified Settlement Fund
9 ("QSF") to be established by the Settlement Administrator. In the event final approval of the
10 Settlement has not been granted by September 11, 2026, Defendant shall nevertheless proceed with
11 depositing the Installment Payments into the QSF on September 11, 2026, with the Settlement
12 Administrator holding the funds in escrow pending final approval of the Settlement.

13 52. Stipulated Judgment in Event of Default on Installment Payments: Should Defendant
14 fail to timely make any of the Installment Payments as set forth in paragraph 51, Defendant shall be
15 in default of its obligations under the terms of this Agreement. Defendant shall have the opportunity
16 to timely cure a default within seven (7) business days from when notice of default is delivered by
17 submitting the necessary Installment Payment to the Settlement Administrator. If Defendant does not
18 cure a default within seven (7) business days from when notice of default is delivered to Defendant,
19 then Defendant shall owe the entire outstanding balance of the Gross Settlement Amount, due
20 immediately and payable to the Settlement Administrator. Plaintiff, after providing notice to
21 Defendant and to Defendant's Counsel of the default and expiration of a cure period of seven (7)
22 business days, may apply ex parte or by regularly noticed motion to have a stipulated judgment,
23 substantially in the form attached hereto as Exhibit B, entered in the Action in favor of Plaintiff, the
24 Participating Class Members, the PAGA Members, and the LWDA against Defendant in the amount
25 of the outstanding balance on the Gross Settlement Amount, plus pre-judgment interest on the amount
26 due at the legal rate, post-judgment interest at the legal rate, and attorneys' fees and costs incurred in
27 the enforcement and collection of the Judgment.
28

1 53. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of
2 the full funding of the Gross Settlement Amount, the Settlement Administrator will issue payments
3 for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties to the
4 Labor and Workforce Development Agency; (d) the Class Representative Enhancement Payment; (e)
5 Class Counsel's Fees and Costs; and (f) Settlement Administration Costs.

6 54. Class Counsel's Fees and Costs: Defendant agrees not to oppose any application or
7 motion by Class Counsel for attorneys' fees of not more than one-third of the Gross Settlement
8 Amount (i.e., \$66,666.67), plus the reimbursement of costs and expenses associated with the litigation
9 and settlement of the Action, in an amount not to exceed Sixteen Thousand Dollars and Zero Cents
10 (\$16,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the
11 requested fees and/or costs that are not awarded to the Class Counsel shall be reallocated to the Net
12 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

13 55. Class Representative Enhancement Payment: Defendant agrees not to oppose or object
14 to any application or motion by Plaintiff for a Class Representative Enhancement Payment in the
15 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). The Class Representative
16 Enhancement Payment is intended to recognize the Plaintiff's time, effort and risk in bringing and
17 prosecuting the Action, as well as the General Release of Plaintiff's individual claims against
18 Defendant. Any portion of the requested Class Representative Enhancement Payment that is not
19 awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating
20 Class Members as provided in this Agreement.

21 56. Settlement Administration Costs: The Settlement Administrator will be paid for the
22 reasonable costs of administration of the Settlement and distribution of payments from the Gross
23 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are
24 currently estimated not to exceed \$6,490.00. The Parties acknowledge that Settlement Administration
25 Costs may increase above the current estimate of \$6,490.00 and that any such additional Settlement
26 Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested
27 Settlement Administration Costs that are not awarded to the Settlement Administrator or which are
28

not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

57. PAGA Penalties: Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Penalties, or Nine Thousand Seven Hundred Fifty Dollars and Zero Cents (\$9,750.00), to the LWDA. The remaining thirty-five percent (35%) of the PAGA penalties, or Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$5,250.00) will be distributed to PAGA Members on a *pro-rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties even if they request to be excluded from the class settlement.

58. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Class Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	200,000.00
Enhancement Payment:	\$	10,000.00
Class Counsel's Fees:	\$	66,666.67
Class Counsel's Costs:	\$	16,000.00
PAGA Penalties	\$	15,000.00
Settlement Administration Costs:	\$	6,490.00
<i>Estimated Net Settlement Amount</i>	\$	85,843.33

59. Individual Class Payment Calculations: Individual Class Payments will be paid from the Net Settlement Amount on a pro-rata basis based on the total Workweeks worked by Participating Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the payment ratio for each Participating Class Member. Each Participating Class

Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated Individual Class Payment.

60. Tax Allocation of Individual Class Payments: Individual Class Payments will be allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Class Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator

61. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a pro-rata basis based on the total Pay Periods worked by PAGA Members during the PAGA Period. Specifically, the Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The respective Pay Period for each PAGA Member will be divided by the total Pay Period for all PAGA Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment ratio will then be multiplied by the 35% employee portion of the PAGA Penalties to calculate each PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion.

62. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not subject to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

63. No Credit Toward Benefit Plans: The Individual Class Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

64. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses

1 incurred in administration of the Settlement. The Settlement Administrator will provide the following
2 services:

- 3 a) Establish and maintain a Qualified Settlement Fund.
- 4 b) Calculate the Individual Class Payment each Participating Class Member is
5 eligible to receive.
- 6 c) Calculate the Individual PAGA Payment each PAGA Member shall receive.
- 7 d) Print and mail the Notice in both Spanish and English.
- 8 e) Conduct additional address searches for mailed Notices that are returned as
9 undeliverable.
- 10 f) Process Objections and Requests for Exclusion.
- 11 g) Field inquiries from Class Members.
- 12 h) Print and issue Settlement payment checks.
- 13 i) Prepare IRS W2 and 1099 Tax Forms and any other filings required by any
14 governmental taxing authority.
- 15 j) Provide declarations and/or other information to this Court as requested by the
16 Parties and/or the Court.
- 17 k) Provide weekly status reports to counsel for the Parties.
- 18 l) Post copies of the operative Complaint, Settlement Agreement, Notice,
19 Preliminary Approval Order, and Final Approval Order and Judgment online at
20 Settlement Administrator's website.

21 65. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval,
22 Defendant will provide the Class List to the Settlement Administrator. Prior to mailing the Notice, the
23 Settlement Administrator shall provide Class Counsel with an anonymized version of the Class List
24 that shall only disclose an identification number attributed to each Class Member and their respective
25 Workweeks during the Class Period and Pay Periods during the PAGA Period.

26 66. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the
27 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members
28 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the

1 Class List.

2 67. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement
3 Administrator will perform a search based on the National Change of Address Database for
4 information to update and correct for any known or identifiable address changes. Any Notice returned
5 to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
6 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
7 Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is
8 provided, the Settlement Administrator will promptly attempt to determine the correct address using
9 a skip-trace, or other search using the name, address and/or Social Security number of the Class
10 Member involved, and will then perform a single re-mailing. If any Notice sent to a Class Member by
11 the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall
12 make all reasonable efforts to obtain the current address from the Class Member and provide the same
13 within seven (7) calendar days of notice from the Settlement Administrator. The Response Deadline
14 will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the
15 Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the
16 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

17 68. Notice: All Class Members will be mailed a Notice in English and Spanish,
18 substantially in the form attached hereto as Exhibit A. Each Notice will provide: (a) information
19 regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class
20 definition; (d) the total number of Workweeks each respective Class Member worked for Defendant
21 during the Class Period; (e) the total number of Pay Periods each respective PAGA Member worked
22 for Defendant during the PAGA Period; (f) each Class Member's estimated Individual Class Payment
23 and the formula for calculating Individual Class Payments; (g) each PAGA Member's estimated
24 Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (h) the dates
25 which comprise the Class Period; (i) the deadlines by which the Class Member must email, fax, or
26 postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (j) the claims
27 to be released, as set forth herein; and (k) the date for the Final Approval hearing.

28 69. Disputed Information on Notice: Class Members will have an opportunity to dispute

1 the information provided in their Notice. Any Class Member wishing to dispute the Workweeks
2 reported in their Notice must provide a signed written dispute to the Settlement Administrator by the
3 Response Deadline via email, facsimile or mail. The written dispute must include (a) the Class
4 Member's name, address, telephone number, and the Class Member's Social Security number; (b) a
5 statement explaining why they believe the number of Workweeks in their Notice is inaccurate; and (c)
6 any evidence showing that the number of Workweeks credited to them in their Notice is inaccurate.
7 Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
8 However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties
9 will evaluate the evidence submitted by the Class Member and the Parties will make the final decision
10 as to the number of eligible Workweeks that should be applied and/or the Individual Class Payments
11 to which the Class Member may be entitled. If the Parties are unable to resolve the dispute, the
12 Settlement Administrator will be the final arbiter of the Workweeks for each Class Member during
13 the Class Period, based on the information provided to it. The Court retains authority to review the
14 Settlement Administrator's decisions on any such disputes.

15 70. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
16 Action must sign and return a written Request for Exclusion to the Settlement Administrator by the
17 Response Deadline via email, facsimile or mail. The Request for Exclusion must include (a) the Class
18 Member's name, address, telephone number, and the last four digits of the Class Member's Social
19 Security number and (b) a clear statement requesting to be excluded from the settlement of the class
20 claims similar to the following: "I wish to exclude myself from the class settlement reached in the
21 matter of *Devon Bolton v. Shark Tank Group LLC dba Three Trees Delivery*. I understand that by
22 excluding myself, I will not receive money from the settlement of my individual claims." The date of
23 the email, fax, or postmark will be the exclusive means to determine whether a Request for Exclusion
24 has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
25 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
26 Exclusion that were timely submitted. All Class Members who do not request exclusion from the
27 Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final
28 approval by the Court. The Court retains authority to determine the validity and authenticity of all

1 Requests for Exclusion submitted by Class Members. The Request for Exclusion shall not be effective
2 as to the release of claims arising under the Private Attorneys General Act.

3 71. Defendant's Right to Rescind: If more than ten percent (10%) of Class Members
4 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its
5 election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby
6 null and void. Defendant must notify Class Counsel of its intent to rescind the Agreement within
7 fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the final number
8 of opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible
9 for all Settlement Administration Costs incurred to the date of rescission.

10 72. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member
11 who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for
12 Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims,
13 as well as any Final Approval Order and Judgment that may be entered by the Court if it grants final
14 approval of the Settlement. Class Members who opt-out of the Settlement shall not be bound by such
15 Final Approval Order and Judgment or release. The names of Class Members who have opted-out of
16 the Settlement shall be disclosed to both Class Counsel and Defendant's Counsel and noted in the
17 proposed Final Approval Order and Judgment submitted to the Court.

18 73. Objection Procedures: To object to the Settlement, a Participating Class Member must
19 email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response
20 Deadline. The Objection must be signed by the Participating Class Member and contain all information
21 required by this Settlement Agreement including the employee's full name, address, telephone
22 number, their Social Security number, and the specific reason including any legal grounds for the
23 Participating Class Member's objection. The email, facsimile, or postmark date will be deemed the
24 exclusive means for determining that the Notice of Objection is timely. Participating Class Members
25 who fail to object in the manner specified above will be foreclosed from making a written objection,
26 but shall still have a right to appear at the Final Approval Hearing in order to have their objections
27 heard by the Court. The Court shall retain final authority as to the consideration and admissibility of
28 any and all objections to the Settlement. At no time will any of the Parties or their counsel seek to

solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

74. Weekly Reports Regarding Settlement Administration: The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Members have submitted any Objections, Requests for Exclusions, or any challenges to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

75. Compliance Declaration by Settlement Administrator: Within one (1) week of the Response Deadline, the Settlement Administrator will provide a signed declaration to Class Counsel and Defendant's counsel attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing of Notice, the Notices returned as undelivered, the re-mailing of Notices, attempts to locate Class Members, the names of the individuals who submitted timely and valid Requests for Exclusion from Settlement, and the number of written objections to the Settlement. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.

76. Payment Schedule for All Court Approved Settlement Payments: Within three (3) business days of the Court granting Final Approval of the Settlement, the Settlement Administrator will calculate all payments due, and shall provide Defendant's Counsel and Class Counsel with a report on all disbursements to be made under the Settlement prior to disbursing any funds for the Settlement.

77. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. The Individual Class Payment checks provided to Participating Class Members and Individual PAGA Payment checks provided to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days,

1 or alternatively, such a statement may be made in a letter accompanying the Individual Class Payment
2 and/or Individual PAGA Payment. Expired checks for Individual Class Payments and Individual
3 PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in
4 writing. If a Participating Class Member or PAGA Member does not cash his or her Individual Class
5 Payment check or Individual PAGA Payment check within 180 calendar days, the uncashed fund and
6 accrued interest, if any, subject to Court approval, shall be distributed to Centro Legal de la Raza (“Cy
7 Pres Recipient”). Following the disbursement of the Gross Settlement Amount and expiration of time
8 period for Participating Class Members and PAGA Members to cash their Individual Class Payment
9 and/or Individual PAGA Payment checks, the Parties shall jointly request that the Court amend the
10 Final Approval Order and Judgment to direct the Settlement Administrator to pay the sum of any
11 unclaimed funds, plus any interest accrued thereon, to the Cy Pres Recipient, consistent with Code of
12 Civil Procedure § 384. Class Counsel and Defendant’s counsel shall provide the Court with a
13 declaration under oath certifying that they do not have any connection or relationship to the Cy Pres
14 Recipient that could reasonably create the appearance of any impropriety or potential conflict of
15 interests of the Class.

16 78. Administration of Taxes by the Settlement Administrator: The Settlement
17 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
18 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
19 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
20 taxes and penalties to the appropriate government authorities.

21 79. Final Distribution Report and Declaration by Settlement Administrator: Within 10
22 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount,
23 the Administrator will provide Class Counsel and Defendant’s Counsel with a final report detailing its
24 disbursements by employee identification number only of all payments made under this Agreement.
25 At least 14 calendar days before any deadline set by the Court, the Settlement Administrator will
26 prepare, and submit to Class Counsel and Defendant’s Counsel, a signed declaration under oath
27 suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.
28 Class Counsel is responsible for filing the Settlement Administrator’s Declaration with the Court.

1 80. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect
2 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying
3 on any statement, representation, or calculation by Defendant or by the Settlement Administrator in
4 this regard. Plaintiff and Participating Class Members understand and agree that they will be solely
5 responsible for the payment of any taxes and penalties assessed on the payments described herein.
6 Defendant's share of any employer-side payroll taxes and other required employer withholdings due
7 on the Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA
8 contributions, shall be paid separate and apart from the Gross Settlement Amount.

9 81. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
10 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
11 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
12 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
13 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
14 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31
15 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its
16 own, independent legal and tax counsel for advice (including tax advice) in connection with this
17 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party
18 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication
19 or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
20 on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any
21 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
22 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
23 treatment or tax structure of any transaction, including any transaction contemplated by this
24 Agreement.

25 82. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
26 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
27 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
28 of action or right herein released and discharged.

1 83. Release by Participating Class Members: Upon the complete funding of the Gross
2 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class
3 Members shall fully release and discharge the Released Parties from any and all Released Class Claims
4 for the Class Period. This release shall be binding on all Participating Class Members.

5 84. Release of PAGA Claims: Upon the complete funding of the Gross Settlement Amount,
6 Plaintiff, on behalf of the LWDA and State of California, shall fully release and discharge the Released
7 Parties from any and all Released PAGA Claims for the PAGA Period.

8 85. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
9 Settlement Amount, Plaintiff agrees—on behalf of himself only—to the additional following General
10 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiff hereby
11 fully releases the Released Parties from any and all Released Class Claims and Released PAGA
12 Claims, and also generally releases and discharges the Released Parties from any and all claims,
13 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have
14 been asserted against the Released Parties arising out of or relating to his employment by Defendant
15 or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation,
16 defamation, discrimination, harassment or wrongful termination of employment. This release
17 specifically includes any and all claims, demands, obligations and/or causes of action for damages,
18 restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement
19 Agreement) relating to or in any way connected with the matters referred to herein, whether or not
20 known or suspected to exist, and whether or not specifically or particularly described herein.
21 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542,
22 which provides:

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

28 Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has or

1 may have that are not waivable by law, including claims for unemployment insurance, disability,
2 Social Security, workers compensation (except for claims pursuant to Labor Code Sections 132a and
3 4553), and the right to receive benefits under any retirement plan.

4 86. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting
5 policy regarding any future employment references related to Plaintiff. In the event that any potential
6 or future employers of Plaintiff seek a reference regarding Defendant's employment of Plaintiff,
7 Defendant shall only provide Plaintiff's dates of employment, job title(s) during employment, and
8 final rate of pay.

9 87. Preliminary Approval Hearing: Promptly upon execution of this Settlement
10 Agreement, Plaintiff shall file a Motion for Preliminary Approval requesting the entry of an order as
11 follows:

- 12 a. Granting preliminary approval of the Settlement Agreement
- 13 b. Certifying the Class for the purposes of Settlement;
- 14 c. Approving, as to form and content, the proposed Notice;
- 15 d. Approving the manner and method for Class Members to request exclusion from the
16 Stipulation of Settlement as contained herein and within the Notice;
- 17 e. Directing the mailing of the Notice to the Class Members, in accordance with the
18 Agreement; and
- 19 f. Setting a date for a Final Approval/Settlement Fairness Hearing.

20 In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which
21 sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A.
22 Defendant agrees that it will not oppose Plaintiff's motion for preliminary approval or delay the
23 hearing thereon. This is a material term of the Agreement and any delay or opposition by Defendant
24 will be grounds for Plaintiff to withdraw from the Agreement.

25 88. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
26 deadlines to email, fax, or postmark Requests for Exclusion or objections to the Settlement Agreement,
27 and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final
28 Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual

1 Class Payments; (b) PAGA Penalties; (c) Class Counsel's Fees and Costs; (d) the Class Representative
2 Enhancement Payment; and (e) the Settlement Administration Costs. Class Counsel will be
3 responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also be
4 responsible for drafting the attorneys' fees and costs application to be heard at the final approval
5 hearing and shall submit to the Court a Proposed Final Approval Order as follows:

- 6 a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and
7 adequate, and directing consummation of its terms and provisions;
- 8 b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- 9 c. Approving the Class Representative Enhancement Payment to Plaintiff;
- 10 d. Setting a date when the parties shall report to the Court the total amount that was actually
11 paid to the Class Members; and
- 12 e. Entering Final Approval Order and Judgment in this Action consistent with this
13 Agreement.

14 Defendant agrees that it will not oppose Plaintiff's Motion for Final Approval and Attorneys' Fees
15 and Costs.

16 89. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the
17 Court or after the Final Approval/Settlement Fairness Hearing, Plaintiff will present the Final
18 Approval Order and Judgment to the Court for its approval. After entry of the Final Approval Order
19 and Judgment, the Court will have continuing jurisdiction pursuant to California Rules of Court, Rule
20 3.769 and Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and
21 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
22 judgment matters as may be appropriate under court rules or as set forth in this Settlement.

23 90. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendant's
24 Counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the
25 Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement as
26 provided herein; (b) the Court strikes or does not approve any material term of this Settlement
27 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any
28 other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will

1 be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties
2 shall be returned to their original respective positions prior to the Settlement and shall proceed in all
3 respects as if this Settlement Agreement had not been executed. Any order or judgment entered by the
4 Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
5 Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve
6 any issues raised by the Court prior to invoking their right to nullify the Settlement under this
7 provision. The Parties further agree that they will return to and attend mediation with Tagore
8 Subramaniam, Esq. in an effort to reach a settlement that may be approved by the Court.

9 91. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set
10 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
11 Any Exhibits to this Settlement are an integral part of the Settlement.

12 92. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties.

15 93. Amendment or Modification: This Settlement Agreement may be amended or modified
16 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

17 94. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
19 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
20 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
21 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
22 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are
23 unable to reach agreement on the form or content of any document needed to implement the
24 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
25 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

26 95. Binding on Successors and Assigns: This Settlement Agreement will be binding upon,
27 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

28 96. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto

1 will be governed by and interpreted according to the laws of the State of California.

2 97. Execution and Counterparts: This Settlement Agreement is subject only to the
3 execution of all Parties. However, the Settlement Agreement may be executed in one or more
4 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
5 the signature page, will be deemed to be one and the same instrument provided that counsel for the
6 Parties will exchange among themselves original signed counterparts.

7 98. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this
8 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
9 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
10 account all relevant factors, present and potential. The Parties further acknowledge that they are each
11 represented by competent counsel and that they have had an opportunity to consult with their counsel
12 regarding the fairness and reasonableness of this Settlement.

13 99. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,
14 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
15 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

16 100. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class
17 certification for purposes of this Settlement only; except, however, that either party may appeal any
18 court order that materially alters the Settlement Agreement's terms.

19 101. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate
20 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
21 not approved, the stipulation to certification will be void. The Parties further agree that certification
22 for purposes of the Settlement is not an admission that class action certification is proper under the
23 standards applied to contested certification motions and that this Agreement will not be admissible in
24 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
25 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

26 102. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
27 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
28 In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated

1 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
2 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated
3 or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
4 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
5 any of the negotiations connected with it, shall be construed as an admission or concession by
6 Defendant of any such violations or failure to comply with any applicable law. Except as necessary in
7 a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall
8 not be offered or received as evidence in any action or proceeding to establish any liability or
9 admission on the part of Defendant or to establish the existence of any condition constituting a
10 violation of, or a non-compliance with, federal, state, local or other applicable law.

11 103. Captions: The captions and section numbers in this Agreement are inserted for the
12 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
13 provisions of this Agreement.

14 104. Waiver: No waiver of any condition or covenant contained in this Settlement
15 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
16 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
17 or remedy.

18 105. Enforcement Action: In the event that one or more of the Parties institutes any legal
19 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
20 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
21 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
22 including expert witness fees incurred in connection with any enforcement actions.

23 106. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
25 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
26 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
27 all Parties have contributed to the preparation of this Settlement Agreement.

28 107. Representation By Counsel: The Parties acknowledge that they have been represented

1 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
2 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
3 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

4 108. All Terms Subject to Final Court Approval: All amounts and procedures described in
5 this Settlement Agreement herein will be subject to final Court approval.

6 109. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to
7 promote participation in the Settlement Agreement, and in seeking court approval of the Settlement
8 Agreement, including working cooperatively to address any questions raised by the Court and making
9 any amendments to the Settlement Agreement required by the Court. The Parties and their counsel
10 agree not to take any action to encourage any Class Members to opt out of and/or object to the
11 Settlement Agreement. Defendant agrees not to obtain any settlement agreement waivers or release
12 agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning
13 claims released via this Settlement Agreement. The Parties will work in good faith to reach an
14 agreement approved by the Court. Defendant further agrees that it will provide Class Counsel with
15 any declarations or other evidence required by the Court in order to obtain preliminary and final
16 approval of the Settlement Agreement, including a declaration attesting to Defendant's inability to
17 fund a higher Gross Settlement Amount without substantially impacting its continued operations, if
18 required by the Court.

19 110. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement
20 confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel,
21 Defendant, and Defendant's Counsel agree that they will not issue any press releases, initiate any
22 contact with the press, respond to any press inquiry or have any communication with the press about
23 the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall
24 limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance
25 of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or
26 limit Class Counsel's communications with the Class Members in furtherance of approval of this
27 Settlement. Furthermore, nothing in this provision shall be construed as preventing Class Counsel
28 from referring to the Settlement or the Action in support of their adequacy as counsel for a putative

1 class or to justify an award of attorneys' fees.

2 111. Binding Agreement: The Parties warrant that they understand and have full authority
3 to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable
4 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any
5 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
6 otherwise might apply under federal or state law.

7 112. Stay of Proceedings Pending Approval of Settlement: The Parties stipulate and agree
8 that all proceedings and deadlines in the Action, other than proceedings necessary to carry out and/or
9 enforce the terms of the Settlement and to obtain preliminary approval and final approval of the
10 Settlement Agreement, shall be stayed pending completion of the preliminary and final approval of
11 the Settlement. The stay on the Action shall include, without limitation, a stay on the five-year
12 limitations period to bring the Action to trial under Code of Civil Procedure section 583.310, as well
13 as any and all class certification, discovery, and motion deadlines.

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1 **APPROVED AS TO FORM AND CONTENT:**

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4 Dated: 01/27/2026

By: Devon Bolton
Devon Bolton (Jan 27, 2026 10:28:20 PST)
Plaintiff Devon Bolton

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7
8 Dated:

By: _____
Name: _____
Title: _____
For Defendant Shark Tank Group LLC dba Three
Trees Delivery

9
10
11 **APPROVED AS TO FORM ONLY:**

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13
14 Dated: January 27, 2026

PARKER & MINNE, LLP

15
16 By: S. Emi Minne
S. Emi Minne
Attorneys for Plaintiff
DEVON BOLTON

17
18
19 Dated:

LIGHTGABLER LLP

20
21
22 By: _____
Chandra A. Beaton
Jason B. Edlinger
Attorneys for Defendant
SHARK TANK GROUP LLC DBA THREE
TREES DELIVERY

APPROVED AS TO FORM AND CONTENT:

Dated:

By:

Plaintiff Devon Bolton

Dated: 1/27/2026

By:

DocuSigned by:



Name: Sean Smith

Title: CEO

For Defendant Shark Tank Group LLC dba Three
Trees Delivery

APPROVED AS TO FORM ONLY:

Dated:

PARKER & MINNE, LLP

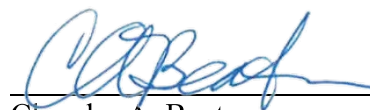
By:

S. Emi Minne
Attorneys for Plaintiff
DEVON BOLTON

Dated: January 27, 2026

LIGHTGABLER LLP

By:



Chandra A. Beaton

Jason B. Edlinger

Attorneys for Defendant

SHARK TANK GROUP LLC 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
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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 \$6,490.00; 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).

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 \$, and your Individual PAGA Payment (if applicable) is estimated to be \$.

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.

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, or may claim to have, against Released Parties, based on the violations alleged in the operative Complaint in the Lawsuit and/or 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. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these 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._____.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**

EXHIBIT B

S. Emi Minne (SBN 253179)
emi@parkermminne.com
Jill J. Parker (SBN 274230)
jill@parkermminne.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

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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*

**STIPULATION FOR ENTRY OF
JUDGMENT; [PROPOSED] ORDER AND
JUDGMENT**

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

STIPULATION

Plaintiff Devon Bolton (“Plaintiff”) and Defendant Shark Tank Group LLC (“Defendant”) (collectively, the “Parties”) hereby stipulate as follows:

WHEREAS, on April 24, 2025, Plaintiff provided written notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendant of his intent to seek civil penalties pursuant to PAGA for Defendant’s alleged violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802

WHEREAS, on June 5, 2025, Plaintiff filed a putative wage and hour class action lawsuit against Defendant entitled *Devon Bolton v. Shark Tank Group LLC*, Alameda County Superior Court Case No. 25CV125534 (“Action”), alleging the following eight (8) causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (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) Violation of California Business and Professions Code §§ 17200, et seq.

WHEREAS, on September 11, 2025, Plaintiff and Defendant participated in a global mediation with Tagore Subramaniam, Esq., which led an agreement to settle all potential class and representative PAGA claims alleged by Plaintiff.

WHEREAS, on October 29, 2025, Plaintiff filed a First Amended Class Action and Representative Action Complaint, which alleged an additional cause of action: (9) Violation of Cal. Labor Code § 2699, et seq. (Private Attorneys General Act).

WHEREAS, the Parties have entered into a Class Action and PAGA Settlement Agreement (“Agreement”), setting forth in detail the terms of their agreement to settle all potential class and representative PAGA claims alleged by Plaintiff.

WHEREAS, pursuant to the terms of the Agreement, and subject to court approval,

1 Defendant shall pay a gross amount of Two Hundred Thousand Dollars and Zero Cents
2 (\$200,000.00, “Gross Settlement Amount”), plus any applicable employer-side payroll taxes, which
3 shall be funded by Defendant over the course of twenty (20) monthly installment payments.

4 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

5 1. Defendant shall fully fund the Gross Settlement Amount and Defendant’s share of any
6 employer-side payroll taxes over a series of twenty (20) monthly installment payments in the amount
7 of \$10,000.00 (“Installment Payments”), commencing on September 11, 2026, with all Installment
8 Payments to be completed by April 11, 2028. Defendant shall deposit all Installment Payments into a
9 Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. In the event
10 final approval of the Settlement has not been granted by September 11, 2026, Defendant shall
11 nevertheless proceed with depositing the Installment Payments into the QSF on September 11, 2026,
12 with the Settlement Administrator holding the funds in escrow pending final approval of the
13 Settlement.

14 2. In the event that any of the Installment Payments are not made deposited into the QSF
15 in accordance with the payment schedules set forth above, Plaintiff or his counsel shall concurrently
16 send a Notice of Default by U.S. Certified Mail, return receipt requested, to Defendant’s corporate
17 headquarters, located at 7700 Edgewater Dr., Suite 286, Oakland, CA 94621 to the attention of Sasha
18 Gustin, and separately to LightGabler LLP, 760 Paseo Camarillo, Suite 300, Camarillo, California
19 93010, to the attention of Defendant’s counsel, Chandra Beaton and Jason Edlinger. If for any
20 reason Ms. Beaton and Mr. Edlinger are no longer representing Defendant at the time the Notice of
21 Default is issued, this shall not be grounds to invalidate the issuance of the Notice of Default.
22 Defendant may notify Plaintiff of a change of address for Defendant’s corporate headquarters and/or
23 of a change in its attorney by providing written notice to Plaintiff’s counsel, sent by certified mail,
24 as follows: Parker & Minne, LLP, 700 S. Flower Street, Suite 1000, Los Angeles, California 90017
25 (attention S. Emi Minne). Defendant shall have seven (7) business days from the date of the delivery
26 of the Notice of Default to cure the default (“Cure Period”).

27 3. If Defendant fails to cure its default within the Cure Period, Defendant shall owe the
28 entire outstanding balance of the Gross Settlement Amount, due immediately and payable to the

Settlement Administrator. In such an event, Plaintiff may move by regularly scheduled motion to have this Stipulation for Entry of Judgment entered in this case in favor of Plaintiff, the Class Members, the PAGA Members, and the LWDA, in the amount of the entire outstanding balance of the Gross Settlement Amount, plus pre-judgment interest on the amount due at the legal rate, post-judgment interest at the legal rate, and attorneys' fees and costs incurred in the enforcement and collection of the Judgment. Such Judgment shall be entered upon successful motion by any Judge or Commissioner in the Superior Court for the State of California, County of Alameda.

4. The Parties agree that this Court shall retain jurisdiction over the Parties under Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769.

5. As a condition of settlement, Defendant agrees to execute this Stipulation for Entry of Judgment for filing with the Court in the instance of an uncured default.

IT IS SO STIPULATED

Dated: 01/27/2026

By: Devon Bolton
Devon Bolton (Jan 27, 2026 10:28:20 PST)
Plaintiff Devon Bolton

Dated:

By: _____
Name: _____
Title: _____
For Defendant Shark Tank Group LLC dba Three
Trees Delivery

Dated: January 27, 2026

PARKER & MINNE, LLP

By: S. Emi Minne
S. Emi Minne
Attorneys for Plaintiff

Dated:

LIGHTGABLER LLP

By: _____
Chandra Beaton
Attorneys for Defendant Shark Tank Group LLC

Settlement Administrator. In such an event, Plaintiff may move by regularly scheduled motion to have this Stipulation for Entry of Judgment entered in this case in favor of Plaintiff, the Class Members, the PAGA Members, and the LWDA, in the amount of the entire outstanding balance of the Gross Settlement Amount, plus pre-judgment interest on the amount due at the legal rate, post-judgment interest at the legal rate, and attorneys' fees and costs incurred in the enforcement and collection of the Judgment. Such Judgment shall be entered upon successful motion by any Judge or Commissioner in the Superior Court for the State of California, County of Alameda.

4. The Parties agree that this Court shall retain jurisdiction over the Parties under Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769.

5. As a condition of settlement, Defendant agrees to execute this Stipulation for Entry of Judgment for filing with the Court in the instance of an uncured default.

IT IS SO STIPULATED

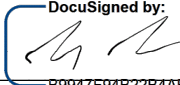
Dated:

By:

Plaintiff Devon Bolton

Dated: 1/27/2026

By:

DocuSigned by:


Name: Sean Smith

Title: CEO

For Defendant Shark Tank Group LLC dba Three Trees Delivery

Dated:

PARKER & MINNE, LLP

By:

S. Emi Minne

Attorneys for Plaintiff

Dated: January 27, 2026

LIGHTGABLER LLP

By:



Chandra Beaton

Attorneys for Defendant Shark Tank Group LLC

[PROPOSED] ORDER AND JUDGMENT

The Court, having received and reviewed the Parties' Stipulation for Entry of Judgment, and by reasons of Defendant's uncured default with regard to its payment obligations under the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement"), IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

Judgment in the amount of \$_____, representing the outstanding balance of the Gross Settlement Amount owed by Defendant Shark Tank Group LLC under the Settlement Agreement, plus pre-judgment interest, post-judgment interest and attorney's fees and costs accrued from _____ in the amount of \$_____ is hereby entered in favor of Plaintiff Devon Bolton, the Class Members as defined in the Settlement Agreement, the PAGA Members as defined in the Settlement Agreement, and the LWDA against Defendant Shark Tank Group LLC. All amounts owed under this Judgment are due immediately and shall be deposited into the Qualified Settlement Fund established by the Settlement Administrator.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

Honorable Somnath Raj Chatterjee
JUDGE OF THE SUPERIOR COURT