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DEVON BOLTON

**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*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 16, 2026

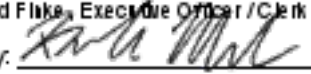
Time: 2:30 p.m.

Dept.: 21

Complaint Filed: June 5, 2025

FAC Filed: October 29, 2025

Trial Date: Not set

FILED
Superior Court of California
County of Alameda
06/26/2026
Clad File, Executive Officer / Clerk of the Court
By:  Deputy
B. Mercado

~~**PROPOSED**~~ ORDER

Plaintiff Devon Bolton’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing on June 16, 2026, in Department 21 of the above-entitled Court, the Honorable Somnath Raj Chatterjee presiding. The Court, having considered Plaintiff’s Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement 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 as modified by the Amendment to Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 2 to the Supplemental Declaration of S. Emi Minne in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (collectively, the “Agreement”). The Court finds the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. It appears to the Court on a preliminary basis that the Agreement is fair, adequate and reasonable. It appears to the Court that adequate investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Agreement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Agreement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

3. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel’s Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary settlement awards

1 made available to the Class Members and PAGA Members are fair, adequate, and reasonable when
2 balanced against the probable outcome of further litigation relating to certification, liability, and
3 damages issues.

4 4. The Court concludes that, for settlement purposes only, the proposed Class meets the
5 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
6 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
7 (b) common questions of law and fact predominate, and there is a well-defined community of interest
8 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
9 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
10 protect the interests of the members of the Class; (e) a class action is superior to other available
11 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as
12 counsel for Plaintiff in his individual capacity and as the representative of the Class.

13 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
14 follows:

15 All current and former hourly-paid, non-exempt employees of Defendant Shark Tank
16 Group LLC dba Three Trees Delivery who were employed by Defendant Shark Tank
17 Group LLC dba Three Trees Delivery in the State of California at any time during the
18 period commencing on June 5, 2021, and ending on November 10, 2025.

19 6. For purposes of settlement only, the Court designates Plaintiff Devon Bolton as the
20 Class Representative.

21 7. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker
22 of Parker & Minne, LLP as Class Counsel.

23 8. The Court designates Apex Class Action, LLC as the third-party Settlement
24 Administrator.

25 9. The Parties are ordered to implement the Agreement according to the terms of the
26 Agreement.

27 10. Within fourteen (14) calendar days of the date of this Order, Defendant Shark Tank
28 Group LLC dba Three Trees Delivery ("Defendant") shall provide the Settlement Administrator with
the Class List consisting of the following information for each Class Member: full name, last known

1 address, last known telephone number, social security number, start and end dates of active
2 employment as a non-exempt, hourly employee of Defendant in the State of California, total
3 Workweeks during the Class Period, and total Pay Periods during the PAGA Period. The Class List
4 shall be provided to the Administrator in Excel format.

5 11. The Court approves, as to form and content, the Notice of Proposed Class Action
6 Settlement (“Class Notice”) attached as **Exhibit A** to this Order.

7 12. The Court finds that the form of notice to the Class regarding the pendency of the action
8 and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
9 to members of the Class, satisfy the requirements of due process, constitute the best notice practicable
10 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
11 The form and method of giving notice complies fully with the requirements of California Code of
12 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
13 the California and United States Constitutions, and other applicable law.

14 13. The Court further approves the procedures for Class Members to opt-out of or object
15 to the Agreement, as set forth in the Notice and the Agreement. The procedures and requirements for
16 filing objections in connection with the Final Approval hearing are intended to ensure the efficient
17 administration of justice and the orderly presentation of any Class Member’s objection to the
18 Agreement, in accordance with the due process rights of all Class Members.

19 14. The Court directs the Settlement Administrator to mail the Class Notice to the members
20 of the Class Within fourteen (14) calendar days of receiving the Class List from Defendant, in
21 accordance with the terms of the Agreement.

22 15. The Class Notice shall provide sixty (60) calendar days’ notice for Class Members to
23 submit disputes, opt-out of, or object to the Agreement. Class Members whose Notices are re-mailed
24 shall have an additional fifteen (15) calendar days to submit disputes, opt-out of, or object to the
25 Agreement.

26 16. The hearing on Plaintiff’s Motion for Final Approval is scheduled in Department 21 of
27 this Court, located at 1225 Fallon Street, Oakland, California 94612, on
28 10/27/26. at 2:30 PM _____, at _____ a.m. / p.m.

1 17. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
2 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
3 granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application for
4 the proposed Class Representative Enhancement Payment, Settlement Administration Costs, and
5 Class Counsel's Fees and Costs, should be granted.

6 18. Counsel for the parties shall file memoranda, declarations, or other statements and
7 materials in support of their request for final approval of Plaintiff's application for the Class
8 Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's Fees
9 and Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the
10 time limits set by the Code of Civil Procedure and the California Rules of Court.

11 19. The Court orders the following implementation schedule:

Event	Date
Defendant to provide Class List to the Settlement Administrator no later than:	14 calendar days following preliminary approval
Settlement Administrator to mail the Class Notice to the Class no later than:	14 calendar days following provision of the Class List
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	60 calendar days after mailing of the Class Notice

18 20. Pending the Final Approval hearing, all proceedings in this Action, other than
19 proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this
20 Order, are stayed. The stay on the Action includes, without limitation, a stay on the five-year
21 limitations period to bring the Action to trial under Code of Civil Procedure section 583.310.

22 21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
23 connection with the administration of the Agreement which are not materially inconsistent with either
24 this Order or the terms of the Agreement.

25 **IT IS SO ORDERED.**

26
27 DATED: 06/26/2026

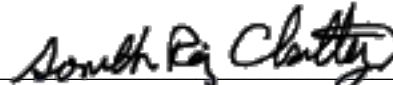
28 By: 
Honorable Somnath Raj Chatterjee
JUDGE OF THE SUPERIOR COURT
S. Raj Chatterjee / Judge

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 \$10,590.00; and
- E. **PAGA Penalties** in the amount of \$15,000.00 for the settlement of claims arising under PAGA. Sixty-Five percent (65%) of this amount, (\$9,750.00) shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining thirty-five percent (35%) (\$5,250.00) will be distributed to hourly-paid, non-exempt employees of Defendants who were employed in the state of California at any time from April 24, 2024, to November 10, 2025 (“PAGA Members”) for the release of their claims arising under PAGA.

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

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

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

6. How much will I receive from the settlement?

According to Defendant’s records, you worked:

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

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

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

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

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

The Settlement Administrator's contact information is listed below:

Apex Class Action LLC

[Address]

[Telephone No].

[Fax No.]

[E-mail address]

7. How can I get a payment?

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

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

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

administering the Second Distribution. Any Participating Class Members and PAGA Members who did not cash their checks from the First Distribution shall not receive any payment from the Second Distribution. The Settlement Administrator shall distribute any funds remaining from the Second Distribution after full payment of Individual Class Payments in the following order of priority: (1) Class Representative Enhancement Payment to Plaintiff; (2) PAGA Penalties to the LWDA; (3) any remaining Settlement Administration Costs to the Settlement Administrator; (4) Class Counsel's costs; and (5) up to 90% of Class Counsel's fees.

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

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

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

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

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

In addition, Plaintiff, on behalf of the LWDA and State of California, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff, the LWDA, and the State of California, have or may claim to have, against Released Parties, based on the violations alleged in the PAGA Notice and arising during the PAGA Period, including the following claims: failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, 2802, and 2699, *et seq.* ("Released PAGA Claims.") The Released PAGA Claims pertains to the period of April 24, 2024, to November 10, 2025.

EXCLUDING YOURSELF FROM THE RELEASE OF CLASS ACTION CLAIMS

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

9. How can I not participate in the Settlement?

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

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

Apex Class Action LLC

[Address]

[Telephone No.]

[Fax No.]

[E-mail address]

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

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

PARKER & MINNE, LLP
S. Emi Minne
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

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

OBJECTING TO THE SETTLEMENT

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

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

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

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

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

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

IF YOU DO NOTHING

18. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

19. How do I get more information?

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

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

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

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