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County of Solano
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Superior Court of California,
County of Solano
11/16/2026 at 08:55 AM
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

ALISIA ELLISRAINEY, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

BUILD-A-BEAR WORKSHOP, INC., a Delaware corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No.: CU24-05775

[Assigned for All Purposes to the Hon. Stephen Gizzi, Dept. 3]

REVISED [~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Final Approval Hearing:
Date: November 6, 2026
Time: 9:00 a.m.
Dept.: 3

Action Filed: July 30, 2024

Plaintiff Alisia Ellisrainey's ("Plaintiff") Motion for Final Approval of Class Action Settlement came before this Court on November 6, 2026, at 9:00 a.m., in Department 3 of the Superior Court of California, County of Solano, located at 580 Texas Street, Fairfield, California 94533. Plaintiff seeks final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Build-A-Bear Workshop, Inc. ("Defendant") (together, the "Parties"), a copy of which is attached as Exhibit 1 to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. On March 25, 2026, the Court entered its Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). In accordance with that Order, Class Members received notice of the terms of the Settlement and the opportunity to object to it or exclude themselves from it. Capitalized terms not defined herein have the meanings given in the Settlement Agreement.

Having considered the Settlement Agreement, the papers filed in support of preliminary and final approval, and the evidence and argument presented, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all Settlement Class Members.

2. The Court finds that the following Class is properly certified for settlement purposes only: "All persons employed with any Defendant in California as an hourly-paid or non-exempt employee during the Covered Period." "Covered Period" means the period from July 30, 2020, to September 1, 2025.

3. The Court confirms the appointment of Plaintiff Alisia Ellisrainey as Class Representative for settlement purposes only.

4. The Court confirms the appointment of John G. Yslas, William M. Pao, Matthew R. Baker, Lucy H. Nguyen, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

5. The Court confirms the appointment of Apex Class Action LLC as Settlement Administrator.

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6. Pursuant to the Preliminary Approval Order, the Settlement Administrator mailed the Class Notice to each Class Member by first-class mail. The Class Notice informed Class Members of the terms of the Settlement, their estimated settlement payment and Workweeks, their right to dispute their Workweeks, their right to object to the Settlement or to exclude themselves from it, and their right to appear in person or through counsel at the Final Approval Hearing. Class Members were given adequate time to exercise these rights.

7. No Class Member objected to the Settlement.

8. One (1) Class Member, Denisse Rodriguez Lopez, submitted a timely and valid Request for Exclusion. She is not a Participating Class Member and is not bound by the Settlement or this Judgment.

9. The notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement. The notice provided was the best notice practicable under the circumstances and satisfied the requirements of law and due process.

10. The Settlement was entered into in good faith, is fair, reasonable, and adequate, and satisfies the standards and requirements for final approval of a class action settlement under California law, including Code of Civil Procedure section 382 and California Rules of Court, rule 3.769. The Settlement is hereby finally approved.

11. All Participating Class Members are bound by the Settlement and this Judgment, regardless of whether they cash their Individual Settlement Payment checks.

12. No later than thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount of $950,000.00 with the Settlement Administrator.

13. Within five (5) calendar days after Defendant fully funds the Gross Settlement Amount, the Settlement Administrator shall mail all Individual Settlement Payments and pay the Settlement Administration Costs, Class Counsel Fees, Class Counsel Costs, and Class Representative Enhancement Award. Disbursement of the Class Counsel Fees, Class Counsel Costs, and Class Representative Enhancement Award shall not precede disbursement of Individual Settlement Payments.

14. The "Effective Date" is the date on which both of the following have occurred: (a) the Court enters Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final on the latest of the following: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members object and no appeal is filed, the day after the deadline for filing a notice of appeal from the Judgment expires; or (iii) if a timely appeal is filed, the day after the appellate court affirms the Judgment and issues a remittitur, or the day after the appeal is dismissed, whichever is earlier.

15. The Court approves payment from the Gross Settlement Amount of a Class Representative Enhancement Award to Plaintiff Alisia Ellisrainey in the amount of $2,500.00, in addition to any Individual Settlement Payment she receives as a Participating Class Member.

16. The Court approves payment from the Gross Settlement Amount of Class Counsel Fees in the amount of $190,000.00 and Class Counsel Costs in the amount of $18,323.69. Both amounts are reasonable. The Court has determined the fee award as a percentage of the common fund and has cross-checked it against Class Counsel's lodestar.

17. The Court approves payment from the Gross Settlement Amount of Settlement Administration Costs in the amount of $14,990.00 to Apex Class Action LLC.

18. Any portion of the requested Class Counsel Fees, Class Counsel Costs, or Class Representative Enhancement Award not awarded by the Court shall be added to the Net Settlement Amount and distributed to Participating Class Members.

19. Individual Settlement Payment checks shall remain valid for 180 days after mailing. The Settlement Administrator shall transmit the funds represented by any check not cashed within 180 days to the California State Controller's Office, Unclaimed Property Division, in the name of the Participating Class Member.

20. Upon the Effective Date and Defendant's full funding of the Gross Settlement Amount and all employer payroll taxes owed on the wage portion of the Individual Settlement Payments, Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released Claims, as follows:

a. **Released Claims.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all causes of action and factual or legal theories alleged in the First Amended Complaint, or which reasonably could have been alleged based on the facts and legal theories contained in the First Amended Complaint, including all of the following: (a) all claims for unpaid wages, including claims for minimum, straight time, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay reporting time pay, and the alleged failure to pay for all time worked at correct rates (including overtime, sick time, and premium wages at the correct regular rate of pay); (b) all claims for unpaid regular rates, including regular rates for overtime and double-time wages, meal and rest period premium wages, and paid sick leave; (c) all claims for meal period violations, including claims for (1) first and second meal periods, (2) short, late, interrupted, and otherwise improperly controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods; (d) all claims for rest break violations, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, or otherwise improperly controlled rest periods, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates; (e) all claims for failing to maintain accurate time and payroll records, including any alleged violations of Labor Code section 1194, et seq.; (f) all claims for untimely payment of final wages and associated waiting time penalties under Labor Code sections 201 to 203; (g) all claims for unreimbursed expenses, including expenses incurred for personal cell phones, mileage, uniforms, and personal protective equipment; (h) all claims for improper or inaccurate wage statements, including any alleged violations of Labor Code section 226(a)(1)–(9) based on the allegations in the Action; (i) all claims for

failure to provide requested employment records; (j) all claims under Business and Professions Code section 17200, et seq., premised on the facts, claims, and causes of action alleged in the Action; (k) any other claims or penalties under the wage-and-hour laws pleaded in the Action or which reasonably could have been alleged based on the facts and legal theories pleaded in the Action; and (l) all statutory penalties, liquidated damages, punitive damages, interest, attorneys' fees and costs, expenses, restitution, and equitable and declaratory relief based on the allegations in the Action, and other amounts recoverable under those causes of action under California and federal law, to the extent permissible, including the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law, as to the facts alleged in the Action (collectively, the "Released Claims"). The period of the release extends to the limits of the Covered Period. The res judicata effect of this Judgment will be the same as that of the release.

b. **Scope.** Participating Class Members shall be bound by the Released Claims, whether known or unknown, and irrespective of the factual or legal basis of such claims. Plaintiff and Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of the Settlement Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever settled and released all of the Released Claims. The Parties understand and specifically agree that the scope of the Released Claims is a material part of the consideration for the Settlement; was critical in justifying the agreed-upon economic value of the Settlement, without which Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant obtains peace of mind regarding the resolution of claims that were or could have been alleged based on

the facts, causes of action, and legal theories contained in the First Amended Complaint.

c. **Claims Not Released.** Except as otherwise provided in the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Covered Period.

d. **Released Parties.** "Released Parties" means Build-A-Bear Workshop, Inc., and its past, present, and future, direct and indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, acquisitions, predecessors, successors, assigns, and joint venturers.

21. The Parties and the Settlement Administrator are ordered to comply with the terms of the Settlement Agreement.

22. Each Party shall bear its own attorneys' fees and costs except as provided in the Settlement Agreement and this Judgment.

23. Pursuant to California Rules of Court, rule 3.771(b), the Settlement Administrator shall give notice of this Judgment to Class Members by posting a copy of this Judgment on the Settlement Administrator's website for this Settlement for at least sixty (60) days.

24. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Preliminary Approval Order, and this Order. Without affecting the finality of this Judgment, and pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), the Court retains continuing jurisdiction over the Parties and the Settlement for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

25. A Settlement Compliance Hearing is set for August 26, 2027, at 9:30 a.m./p.m. in Department 3 of this Court. The Settlement Administrator shall file a final report confirming that

disbursements were made pursuant to the Settlement no later than fifteen (15) days before the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

IT IS SO ORDERED.

Dated: 11/13/2026



HON. STEPHEN GIZZI
JUDGE OF THE SUPERIOR COURT