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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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CONNIE PARKS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF HUMBOLDT

CONNIE PARKS, an individual, on behalf of herself and on behalf of all persons similarly situated,

Plaintiff,

v.

WILDBIZ, INC., a California Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. CV2401731

~~[PROPOSED]~~ **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT**

Date: October 30, 2026
Time: 10:30 a.m.
Judge: Hon. Timothy A. Canning
Dept.: 4

Plaintiff's motion for an order finally approving the Class Action and Private Attorneys General Act Settlement Agreement ("Settlement Agreement"), as amended by the First Amendment to the Class Action and Private Attorneys General Act Settlement Agreement ("First Amendment") (together, the "Agreement"), and Motion for Class Counsel Award and Class Representative Service Award duly came on for hearing on October 30, 2026, before the above-entitled Court. Seligson Law, P.C., appeared on behalf of plaintiff CONNIE PARKS ("Plaintiff"). Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of defendant WILDBIZ, INC.., a California Corporation (hereinafter "Defendant") (collectively the "Parties".)

I. FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All capitalized terms used herein shall have the same meaning as defined the Settlement Agreement, as amended by the First Amendment.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of Humboldt ("Court"), Case No. CV2401731, entitled *Parks v. Wildbiz, Inc., et al.* and over all parties to this litigation, including the Class.

3. The Settlement Agreement, as amended by the First Amendment, is the operative agreement governing the settlement of this action. Except as modified by the First Amendment, the terms of the Settlement Agreement remain in full force and effect.

Preliminary Approval of the Settlement

4. On April 24, 2026, the Court granted preliminary approval of a class-wide settlement. At this same time the Court approved certification of a provisional settlement class for settlement purposes only. The Court confirms the preliminary approval order and finally approves the settlement and the certification of the Class.

Notice to the Class

5. In compliance with the Preliminary Approval Order, the Notice Packet was mailed by first class mail to the Class Members at their last known addresses on June 22, 2026. Mailing of the Notice Packet to their last known addresses was the best notice practicable under the circumstances

and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class Members. The Court finds that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

6. The Response Deadline for opting out or objecting was August 21, 2026. An Extended Response Deadline for Class Members who received a remailed notice was September 4, 2026. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. No Class Members requested exclusion.

Fairness Of The Settlement

7. The Agreement provides for a Gross Settlement Amount of $375,000.00. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The settlement was reached through arms-length bargaining between the Parties. There is no evidence of any collusion between the Parties in reaching the proposed settlement.

b. The Parties' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all parties are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. No objections were received. No requests for exclusion were received.

e. The participation rate is high. 100% of eligible Class Members will be participating in the Settlement and will be sent settlement payments.

8. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

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9. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class Members.

PAGA Payment

10. The Agreement provides for a payment of PAGA Settlement in the amount of $20,000.00. The Court has reviewed the PAGA Settlement and finds and determines that the PAGA Settlement and the allocation of $13,000.00 to LWDA and $7,000.00 of the PAGA Settlement to Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

Class Counsel Award

11. A Class Counsel Award of One Hundred Forty-Nine Thousand Sixty-Seven Dollars and Seventy-Three Cents ($149,067.73) comprised of attorneys' fees in the amount of One Hundred Thirty-One Thousand Two Hundred Fifty Dollars and Zero Cents ($131,250.00) and reimbursement of costs and expenses in the amount of Seventeen Thousand Eight Hundred Seventeen Dollars and Seventy-Three Cents ($17,817.73) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.

Class Representative Service Award

12. The Agreement provides for a Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) for Plaintiff, Connie Parks, subject to the Court's approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

Claims Administration Expenses

13. The Agreement provides for Claims Administration Expenses to be paid in an amount not to exceed $5,790.00. The Declaration of the Settlement Administrator provides that the actual claims administration expenses were $5,790.00. The amount of this payment is reasonable in light of the work performed by the Settlement Administrator.

II. ORDERS AND JUDGMENT

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

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14. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

> All persons employed by Wildbiz, Inc. in California and classified as nonexempt who worked for Wildbiz, Inc. during the Class Period, September 16, 2020 to August 7, 2025.

15. There are 280 members of the Class. Every person in the Class who did not opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs to the Settlement.

16. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Agreement.

17. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator no later than 14 days after the Effective Date. Upon that funding, Plaintiff, Class Members, and Class Counsel release the "Released Parties" as follows: (i) all Participating Class Members release the "Released Class Claims"; and (ii) all "Aggrieved Employees," including Non-Participating Class Members who are Aggrieved Employees, release the "Released PAGA Claims" for the "PAGA Period." Plaintiff also provides a general release and a waiver under Civil Code section 1542, as set forth in paragraphs 6.1 and 6.1.1 of the Agreement.

a. The "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur and either no challenge to the remittitur or further timely appeal is made, or Class Counsel affirms no challenge to the remittitur or further timely appeal will be made.

b. The "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, agents, predecessors, successors, and assigns.

c. The "Released Class Claims" are defined as all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. The release includes, without limitation, claims as alleged in the Operative Complaint for: (1) failure to pay minimum wages as required by California Labor Code §§ 1194, 1197 & 1197.1; (2) failure to pay overtime wages in violation of California Labor Code § 510, et seq.; (3) failure to provide meal periods in violation of California Labor Code §§ 226.7 & 512; (4) failure to provide required rest breaks in violation of California Labor Code § 226.7 and applicable IWC Wage Order provisions; (5) failure to provide accurate, itemized wage statements in violation of California Labor Code § 226; (6) failure to provide wages when due in violation of California Labor Code §§ 202, 202, & 203; (7) failure to reimburse necessary business expenses in violation of California Labor Code § 2802; (8) failure to provide suitable seating in violation of California Labor Code § 1198, and applicable IWC Wage Order provisions; (9) violation of the California Private Attorneys General Act, California Labor Code sections 2698 et seq. based on violations of some or all of the foregoing; and, (10) unfair competition in violation of California Business & Professions Code section 17200 et seq.

d. The "Aggrieved Employees" means a person employed by Defendant in California and classified as non-exempt during the PAGA Period. The PAGA Period is defined as the period between June 28, 2023 to August 7, 2025.

e. The "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice. The release includes PAGA claims alleged in the Operative Complaint based on some or all of the statutory violations enumerated in Section 6.2 of the Settlement Agreement.

18. Class Counsel are awarded a Class Counsel Award in the amount of One Hundred Forty-Nine Thousand Sixty-Seven Dollars and Seventy-Three Cents ($149,067.73), comprised of

attorneys' fees in the amount of One Hundred Thirty-One Thousand Two Hundred Fifty Dollars and Zero Cents ($131,250.00) and reimbursement of costs and expenses in the amount of Seventeen Thousand Eight Hundred Seventeen Dollars and Seventy-Three Cents ($17,817.73). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

19. The payment of the Class Representative Service Award to the Plaintiff in the amount of $10,000.00 is approved.

20. The payment of $5,790.00 to the Settlement Administrator for Claims Administration Expenses is approved.

21. The PAGA Settlement of $20,000.00 is hereby approved as fair, reasonable, adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud or collusion. Of the PAGA Settlement, $13,000.00 (65%) shall be paid to the LWDA and $7,000.00 (35%) shall be distributed to the Aggrieved Employees.

22. This Final Approval Order and Judgment constitutes the final judgment in this action and binds each Participating Class Member.

23. This Final Approval Order and Judgment shall also bind Plaintiff, acting on behalf of the State of California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

24. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff and all members of the Settlement Class shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and this Final Approval Order and Judgment.

25. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorney General Act ("PAGA") on March 4, 2026.

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26. The Court orders Class Counsel to comply with California Labor Code § 2699(s)(3) by providing the LWDA a copy of this Final Approval Order and Judgment within ten (10) calendar days of its entry.

27. The Agreement is not an admission by Defendant, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant. Neither this Final Approval Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant and shall not be offered in evidence in any action or proceeding against Defendant in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

28. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members, and the Final Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated in the Notice Packet.

29. After entry of this Final Approval Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

30. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant

consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: OCT 30 2026

TIMOTHY A. CANNING

Hon. Timothy A. Canning
JUDGE OF THE SUPERIOR COURT

RECEIVED
OCT 07 2026
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT