

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Niklas Miles Goodman, Plaintiffs
2. Title of the proposed order:
[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiffs' Motion for Preliminary Approval
 - b. Date and time: August 14, 2024
 - c. Place: Santa Clara Superior Court, Department 19
4. The proposed order was served on the other parties in the case.

(TYPE OR PRINT NAME)

KP

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

CASE NUMBER:

Miles Goodman v. Boba Guys Inc.

21CV383976

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

Arns Davis Law Firm
515 Folsom Street, 3rd Floor
San Francisco, CA 94105

b. My electronic service address is (*specify*):

service@arnslaw.com; ifp@arnslaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Krista L. Mitzel
N. William Metke
THE MITZEL GROUP, LLP
Counsel for Defendant Boba Guys, Inc.

b. To (*electronic service address of person served*): wmetke@mitzelgroup.com; kmitzel@mitzelgroup.com; agates@mitzelgroup.com; cbua@mitzelgroup.com; rpatel@mitzelgroup.com

c. On (*date*): April 8, 2026

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Isabella Fernandez

(TYPE OR PRINT NAME OF DECLARANT)



Isabella Fernandez

(SIGNATURE OF DECLARANT)

Print this form

Save this form

Clear this form

Robert S. Arns, State Bar No. 65071 (rsa@arnslaw.com)
Jonathan E. Davis, State Bar No. 191346 (jed@arnslaw.com)
Shounak S. Dharap, State Bar No. 311557 (ssd@arnslaw.com)
Katherine A. Rabago, State Bar No. 333374 (kar@arnslaw.com)

ARNS DAVIS LAW

A Professional Corporation
515 Folsom St., 3rd Floor
San Francisco, CA 94109
Tel: (415) 495-7800
Fax: (415) 495-7888

Attorneys for Plaintiffs

Filed
April 10, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV383976
By: CRoman



IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA
CIVIL UNLIMITED

NIKLAS MILES GOODMAN, Individually and
on Behalf of All Other Similarly Situated
Employees of Defendants,

Plaintiffs,

vs.

BOBA GUYS, INC.; and Does 1 through 100,
inclusive,

Defendants.

Case No. 21CV383976

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL**

Date: August 14, 2024
Time: 1:30 P.M.
Dept: 19

Assigned for all Purposes to:
Hon. Theodore C. Zayner

Complaint Filed: November 4, 2022

1 The motion of Plaintiff Niklas Miles Goodman for preliminary approval of class action
2 settlement and conditional certification of a settlement class, came on for hearing in Department
3 19 of this Court on August 14, 2024, at 1:30 p.m.

4 Having considered the papers submitted in support of this motion, including the Parties'
5 Joint Stipulation of Class Action Settlement and Release (the "Settlement" or "Settlement
6 Agreement"), and the Parties having submitted on the tentative ruling, this Court **HEREBY**
7 **ORDERS THE FOLLOWING:**

- 8 1. The Settlement as set forth in the Settlement Agreement is preliminarily approved as fair,
9 reasonable and adequate. The Settlement falls within the range of reasonableness and
10 appears to be presumptively valid, subject only to any objections that may be raised at
11 the final fairness hearing and final approval by this Court.
- 12 2. The Settlement Class, as defined below, is certified for the purposes of settlement only:
13 All current and former employees who worked for Defendant Boba
14 Guys, Inc. as an hourly-paid non-exempt employee, including
15 "Bobaristas", at any time from July 1, 2017 to the date of
16 preliminary approval of this Settlement.
- 17 3. The PAGA Group is defined as follows:
18 All current and former employees who worked for Boba Guys, Inc.
19 as an hourly paid non-exempt employee, including "Bobaristas", at
20 any time from July 1, 2020 to the date of preliminary approval of
21 this Settlement.
- 22 4. Phoenix Settlement Administration is appointed as the Settlement Administrator for the
23 purposes of this Settlement and shall carry out all duties and responsibilities of the
24 Settlement Administrator as specified in the Settlement Agreement.
- 25 5. Robert S. Arns, Jonathan E. Davis, Shounak S. Dharap, and Katherine A. Rabago of Arns
26 Davis Law are preliminarily appointed as Class Counsel for the Settlement Class.
- 27 6. Plaintiff Niklas Miles Goodman fairly and adequately represents and protects the interests
28 of the absent Plaintiff class and is preliminarily designated as class representative for the
Settlement Class for purposes of Settlement only.
7. The Court approves, as to form and content, the Amended Class Action and PAGA
Settlement Notice attached hereto as **Exhibit 1**. The Notice meets the requirements of

Code of Civil Procedure section 382, California Rules of Court, Rule 3.766, and due process.

8. The Settlement Administrator shall, as soon as practicable, but no later than May 9, 2026, cause the Class Notice to be mailed by first class mail to all known members of the Settlement Class certified by this Court in this action to the most recent address in Defendant's business records for each known member of the Settlement Class. The mailing of the Class Action and PAGA Settlement Notice directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the class.
9. Pursuant to the California Private Attorneys General Act, Labor Code sections 2698, et seq. ("PAGA"), notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.
10. A hearing (the "Final Approval Hearing") shall be held on September 9, 2026 at 1:30 p.m. in Department 19 [not less than 120 calendar days following the Class Notice mailing], to determine whether the proposed settlement of this action is fair, reasonable and adequate and should be finally approved. The Court will also consider at the Final Approval Hearing whether applications for Class Counsel's attorney's fees and expenses and Class Representatives Service Awards to the Class Representatives should be granted and, if so, in what amounts.
11. Plaintiff's briefs and papers in support of the proposed Settlement, and application for an award of Class Counsel's attorneys' fees and expenses shall be filed with the Court sixteen (16) court days prior to the Final Approval Hearing. After the Final Approval Hearing, the Court may enter a Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members.
12. Any member of the Settlement Class who has not timely elected to be excluded from the Settlement Class or who objects to approval of the proposed Settlement, including any application for attorneys' fees and expenses and service awards to the Class

Representatives, may elect to appear at the Final Approval Hearing in person or through counsel to show cause as to why the proposed Settlement should not be approved as fair, reasonable and adequate.

13. Objections to the Settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court if no later than forty-five (45) calendar days after the Notice mailing date (plus an additional 14 days for Settlement Class members whose Class Notice was re-mailed) said objectors(s): mail a written Objection to the Settlement Agreement to the Settlement Administrator and include the following information: (a) the objector's full name, address, and telephone number; (b) dates of employment; and (c) a written statement of all grounds for Objection. Otherwise, the Court may permit Class Members to speak regarding his or her own objection if they attend the Final Approval Hearing. Any Settlement Class member who does not timely elect to be excluded from the Settlement Class and who does not make an objection to the Settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack or otherwise.
14. The Court expressly reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class Members.
15. If for any reason the Court does not approve the Settlement, it will be of no force or effect, and the Parties shall be returned to their original respective positions.
16. Pending the final determination of whether the Settlement should be approved, all proceedings in this Action, except as may be necessary to implement the settlement or comply with the terms of the Settlement are hereby stayed.

IT IS SO ORDERED.

Dated: April 9, 2026


Hon. Theodore C. Zayner

Exhibit 1

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Goodman v. Boba Guys, Inc.

Case No. 21-CV-383976

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Boba Guys, Inc. ("Boba Guys") for alleged wage and hour violations. The Action was filed by former employee Niklas Miles Goodman ("Plaintiff") and seeks back payment of wages for hours worked overtime and/or during meal and rest breaks by hourly-paid, non-exempt employees of Boba Guys ("Class Members") who worked during the Class Period (July 1, 2017 to [date of preliminary approval]).

The proposed Settlement is a Class Settlement requiring Boba Guys to fund Individual Class and PAGA Payments.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Boba Guys to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Boba Guys.

If you worked for Boba Guys during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Boba Guys.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period employment-related claims against Boba Guys. You cannot request to opt out from the release of released PAGA claims.
- (3) **Object to the Settlement.** You can object to the settlement by submitting a written Objection or you may also object by appearing at the Final Approval

Hearing and raising your objection to the Court. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Settlement is approved, you will receive an Individual Class Payment and release your employment-related claims against Boba Guys.

Boba Guys will not retaliate against you for any actions taken with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Will Be Included in the Settlement Unless You Opt-Out	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert wage and hour claims that are covered by this Settlement (Released Claims).
You Can Opt Out Opt Out Deadline is [DATE]	If you don't want to fully participate in the proposed Settlement you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7.
You Can Attend the Final Approval Hearing on 9/9/26	The Court's Final Approval Hearing is scheduled to take place on September 9, 2026 at 1:30pm. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

	Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8.
You Can Challenge the Calculation of Your Workweeks Submit Your Challenge By [DATE]	The amount of your Individual Class Payment depends on how many workweeks you worked during the Class Period. The number of Class Period Workweeks you worked according to Boba Guys' records is stated on the first page of this Notice. If you disagree with this number, you must challenge the calculation by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff worked as a former hourly, non-exempt employee for Boba Guys. This action alleges Boba Guys violated California labor laws by failing to compensate all hourly employees all due wages, including overtime compensation, and meal and rest breaks. Plaintiff is represented by attorneys in this action: Arns Davis Law ("Class Counsel").

Boba Guys strongly denies violating any laws, or failing to compensate all employees properly. Boba Guys believes and contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not yet decided as to whether Boba Guys or Plaintiff is correct on the merits. Instead, Plaintiff and Boba Guys resolved the matter by negotiating this Settlement that is subject to the Court's approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Boba Guys does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that (1) Boba Guys have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and risks of uncertainties of continued litigation; and (2) Settlement is the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Gross Settlement Payment

Boba Guys will pay \$350,000 to fund the Gross Settlement Amount. Boba Guys have agreed to deposit the Gross Settlement into an account by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments,

Individual PAGA payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Boba Guys will fund the first half of the Gross Settlement Amount (\$175,000) not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The second half of the Gross Settlement Amount (\$175,000) will be paid within 12 months from the Court's order granting final approval plus interest thereon.

Court Approved Deductions from Gross Settlement Payment

At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$116,655 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ 7,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$5,000 for Niklas Miles Goodman as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Award will be the only monies Plaintiff will receive.
- Up to \$ 16,995 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their claims.

Taxes Owed on Payments to Class Members

Plaintiff and Boba Guys are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiff and Boba Guys have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks

The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be donated to Legal Aid at Work after the void date.

Requests for Exclusion from the Class Settlement (Opt-Outs)

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mailed this Notice (plus an additional 14 days if your Notice was re-mailed), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by this deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Boba Guys.

Administrator

The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, assess claims, make payments, and process Class Members' Requests for Exclusion. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release

After the Judgment is final and Boba Guys have fully funded the Gross Settlement and separately paid all employer payroll taxes on the wage portions, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Boba Guys or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action. 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 Class Period.

Release by Aggrieved Employees

All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims for PAGA penalties, during the PAGA Period, predicated on the alleged California Labor Code violations (i) asserted in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021) or (ii) arising from, or derivative of, the claims or factual allegations asserted in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021), including those concerning any of Boba Guys' practices regarding payment of wages, meal and rest periods, final pay, wage statements, time statements, and expense reimbursement ("Released PAGA Claims"). The Released PAGA Claims include all claims for penalties, attorneys' fees, litigation costs, interest, and any other relief available under PAGA that Plaintiff alleged in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021) or could have sought based on the claims and factual allegations alleged in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021). The Release in this paragraph shall apply to all Released PAGA Claims for the PAGA Period. This waiver and release will be final and binding on the Effective Date, and will have every preclusive effect permitted by law.

4. HOW WILL MY PAYMENT BE CALCULATED?

Individual Class Payments will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and multiplying the result by each Participating Class Member's Workweeks.

Individual PAGA Payment will be calculated based on the number of his or her PAGA Workweeks during the PAGA Period (July 1, 2020 to [date of preliminary approval]).

If you think the number of your Workweeks is incorrect you have until [DATE] to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to send supporting evidence of your challenge such as pay stubs or other records. The Administrator will accept Boba Guys' calculation of Workweeks based on Boba Guys' records as accurate unless you send copies of records containing contrary information. You should send copies rather originals because documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on your behalf) and Boba Guys' Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

To Participating Class Members, the Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Niklas Miles Goodman et al. v. Boba Guys, Inc.* with the Case Number 21cv383976, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded no later than 60 days from the date of mailing of this notice (plus an additional 14 days if remailed), or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

You cannot request to opt out from the release of released PAGA claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Boba Guys are asking the Court to approve. At least 14 days before the Final Approval Hearing, Class Counsel will file (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. You can view these documents online on the Administrator's website [URL] or the Court's website, <https://traffic.scsccourt.org/> and entering the Case Number, 21-CV-383976.

A Participating Class Member who disagrees with any respect of the Agreement, the Motion for Final Approval and/or the Motion for Fees, Litigation Expenses and Service Award may wish to object. For example, an objection to the fairness of the Settlement Agreement, or the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending a written objection to the Administrator is [date]. Be sure to include 1) your name, address and telephone number; 2) your dates of employment; 3) what you object to and why you object; and 4) the Case name and number (*Goodman v. Boba Guys, Inc.*; Case No. 21-CV-383976).

Alternatively, a Participating Class Member can object (or retain a lawyer at your own cost to object) by attending the Final Approval Hearing. You (or your attorney) should be ready to explain your objection to the Court. See Section 8 of this Notice (below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You are not required to, but you can attend the Final Approval Hearing on September 9, 2026 at 1:30 p.m. in Department 19 of the Santa Clara Superior Court, located at 191 North First Street San Jose, CA 95113. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can appear (or hire an attorney to appear).

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

9. WHERE CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Boba Guys and Plaintiff promised to do under the Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at [URL]. You can also telephone or email Class Counsel or the Administrator using the contact information below. You can also review the case history on the Superior Court's website at <https://www.sfsuperiorcourt.org/online-services> and entering the Case Number for the action, Case No. 21-CV-383976. **DO NOT CALL THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Arns Davis Law
Shounak S. Dharap (ssd@arnslaw.com)
Katherine A. Rabago (kar@arnslaw.com)
515 Folsom St, 3rd Fl
San Francisco CA 94105
(415) 495 7800

Settlement Administrator:

Phoenix Settlement Administrators
notice@phoenixclassaction.com
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

10. WHAT IF I LOST MY SETTLEMENT CHECK?

If you lose or misplace your check before cashing it, the Administrator can reissue the check only if you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

3
4 CERTIFICATE OF SERVICE

5 I, the undersigned, declare as follows:

6 I am a citizen of the United States, over the age of 18 years and not a party to, nor interested in, the above-
7 entitled action. I am an employee of Arns Davis Law Firm, A Professional Corporation, and my business address
8 is 515 Folsom Street, 3rd Floor, San Francisco, CA 94105

9 On April 8, 2026, I served the following: **[PROPOSED] ORDER GRANTING PLAINTIFFS'**
10 **MOTION FOR PRELIMINARY APPROVAL**

11 on all interested parties in the above cause, by:

12 _____ **REGULAR MAIL** by placing a true and correct copy thereof enclosed in a sealed envelope with
13 postage thereon fully prepaid. Said envelope was thereafter deposited in the United States Mail at San Francisco,
14 California in accordance with this firm's business practice of collection and processing correspondence for mailing
15 of which I am readily familiar. All correspondence is deposited with the United States Postal Service on the same
16 day in the ordinary course of business.

17 _____ **OVERNIGHT MAIL** by placing a true and correct copy thereof enclosed in a sealed overnight
18 service envelope with postage thereon fully prepaid. Said envelope was thereafter deposited with the overnight
19 service at San Francisco, California in accordance with this firm's business practice of collection and processing
20 correspondence for overnight service of which I am readily familiar. All correspondence is deposited with the
21 United States Postal Service on the same day in the ordinary course of business.

22 _____ **HAND DELIVERY** by placing a true and correct copy thereof enclosed in a sealed envelope
23 with the name and address of the party to receive the document. Such document was then given to the service or
24 individual signing the bottom of this Proof of Service showing delivery made.

25 _____ **FACSIMILE** by placing a true and correct copy thereof with a facsimile cover sheet showing
26 service upon the following individuals.

27 _____ **ELECTRONIC SERVICE** by electronically serving the document described above via
28 LexisNexis File & ServeXpress, on the recipients designated on the Transaction Receipt located on the LexisNexis
File & ServeExpress website. (www.fileandservexpress.com).

_____ **X ONLY BY ELECTRONIC TRANSMISSION** Only by emailing the document(s) to the persons
at the e-mail address(es) below pursuant to California Code of Civil Procedure § 1010.6

The envelopes were addressed as follows:

Krista L. Mitzel
N. William Metke
THE MITZEL GROUP, LLP
44 Montgomery Street, Suite 1660
San Francisco, California 94104
PHONE: 415-913-4984
Direct: (415) 738-6266
Main: (415) 742-4972 x306
Facsimile: (415) 735-3572
wmetke@mitzelgroup.com
kmitzel@mitzelgroup.com
agates@mitzelgroup.com

cbua@mitzelgroup.com
rpatel@mitzelgroup.com

Counsel for Defendant Boba Guys, Inc.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Executed on April 8, 2026 at San Francisco, California.


Isabella Fernandez