FILED
San Francisco County Superior Court
OCT 19 2026
CLERK OF THE COURT
BY: Edward J. [illegible]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

DOMINIQUE DONJUAN CAVALIER II, individually, and on behalf of all other similarly situated,

Plaintiff,

v.

SURGE LABS, INC. DBA DATAANNOTATION, a corporation; EDWIN CHEN, an individual; and DOES 1– 50, inclusive,

Defendants.

Case No. CGC-25-625502

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff Dominique DonJuan Cavalier II ("Plaintiff") and Defendants Surge Labs, Inc. and Edwin Chen ("Defendants") have reached terms of settlement for a putative class and representative action. Plaintiff filed a motion for preliminary approval of class action settlement. The Court, having reviewed and considered Plaintiff's motion, its accompanying memoranda, the Settlement Agreement,[1] and the file in the case, grants Plaintiff's motion. The Court hereby orders as follows.

[1] "Settlement Agreement" or "Settlement" refers to the Class Action and PAGA Settlement Agreement attached as Exhibit A to the Second Supplemental Declaration of Glenn A. Danas filed on October 7, 2026.

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. Unless otherwise specified, terms in this Order Granting Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order") shall have the same definition as used in the Settlement Agreement.

2. The Court finds that the Settlement is a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator after sufficient investigation by the Parties allowing them to reasonably evaluate their respective positions. In making this preliminary finding, the Court considered the nature of the claims, the amounts and kinds of benefits to be paid and received in settlement, the allocation of Settlement payments among the Class Members, and that the Settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds on a preliminary basis that the terms of the Settlement Agreement have no obvious deficiencies and do not improperly grant preferential treatment to any individual Class Member.

3. The Court finds on a preliminary basis that the proposed Settlement—including the settlement amount, the process by which Class Members may object to or request exclusion from the settlement, and the settlement's non-reversionary nature—appears at this stage to be fair, reasonable, and adequate, and falls within the range of final approval. The Court therefore grants preliminary approval of the settlement based upon the terms set forth in the Settlement Agreement.

SETTLEMENT CLASS CERTIFICATION

4. Pursuant to section 382 of the Code of Civil Procedure, in light of the proposed Settlement, the Court hereby finds that the prerequisites for conditional certification of a settlement class have been met and preliminarily certifies the following class for settlement purposes only (the "Settlement Class" or "Class"): all current and former individuals classified as independent contractors, who worked as Data Annotators or in similar positions, and resided in the State of California during the Class Period, which runs from May 20, 2021 through the date of this Order.

5. Solely for purposes of settlement, the Court finds on a preliminary basis that the certification of the Settlement Class is warranted under Code of Civil Procedure section 382 because: (1) the Class is ascertainable and sufficiently numerous to warrant class treatment; (2) common questions of

law and fact predominate and there is a well-defined community of interest amongst the Class; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff will fairly and adequately protect the interests of the Class; (5) a class action is superior to other available methods for an efficient adjudication of this controversy; and (6) Plaintiff's counsel are qualified to serve as counsel for the Class.

6. The Court further finds that the group of individuals covered by the Private Attorneys General Act ("PAGA") claim (the "PAGA Aggrieved Employees") consists of all current and former individuals classified as independent contractors, who worked as Data Annotators or in similar positions, and resided in the State of California during the PAGA Period, which runs from May 20, 2024 through the date of this Order.

7. Solely for purposes of settlement, the Court hereby provisionally appoints Glenn A. Danas, Maxim Gorbunov, and Janet J. Hur of Clarkson Law Firm, P.C. as Class Counsel.

8. Solely for purposes of settlement, the Court hereby provisionally appoints Plaintiff Dominique DonJuan Cavalier II as Class Representative.

NOTICE TO SETTLEMENT CLASS MEMBERS

9. The Court hereby approves the parties' designation of Simpluris, Inc. as Settlement Administrator to perform the functions described in the Settlement Agreement.

10. The Court approves, as to form and content, the Court Approved Notice of Class Action Settlement And Hearing Date For Final Court Approval ("Class Notice" or "Notice") attached as Exhibit A to the Third Supplemental Declaration of Glenn Danas filed on October 16, 2026. The Court finds that the Class Notice fairly and adequately informs Settlement Class Members of the nature of the Action, the terms of the Settlement, their rights and obligations, the procedures for objecting to or excluding themselves from the Settlement, and the date and location of the Final Approval Hearing.

11. Within 14 business days following the date of this Order, Defendants shall provide Simpluris, Inc. the Class List with the following information about each Class Member: (1) full name; (2) last-known email address; (3) the respective number of Workweeks that each Class Member worked during the Class Period and the number of PAGA Pay Periods worked during the PAGA Period.

12. The Court directs the Settlement Administrator to mail the Class Notice by email to all Settlement Class Members in accordance with the terms of the Settlement Agreement. The Court finds, on a preliminary basis, that the procedures for giving notice as set forth in the Settlement Agreement, including use of email, the Class Member Address Search for undeliverable emails, skip tracing, and re-mailing where necessary, constitute the best notice practicable under the circumstances and comply with the requirements of due process and applicable law. The Settlement Administrator shall prepare and submit to Class Counsel and Defense Counsel a declaration attesting to the completion of the notice process as set forth in the Settlement Agreement, including a description of efforts made to re-send any Class Notice returned as undeliverable and the total number of Requests for Exclusion and Objections received before and after the Response Deadline.

13. The deadline by which Settlement Class Members may dispute the number of Workweeks credited to them, submit a Request for Exclusion, or file an Objection shall be forty-five (45) calendar days (plus an additional 14 calendar days for Settlement Class Members whose Class Notice is re-mailed) from the initial mailing date of the Class Notice by the Settlement Administrator (the "Response Deadline"), as set forth in the Settlement Agreement.

14. Any Settlement Class Member who wishes to be excluded from the Settlement must submit a timely written Request for Exclusion to the Settlement Administrator in accordance with the instructions in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. Settlement Class Members who properly and timely request exclusion shall not be deemed Participating Class Members, shall have no further rights under the Settlement Agreement with respect to the Class Claims, shall not receive any Individual Settlement Payment, and shall have no standing to object to the Settlement.

15. Any Settlement Class Member who wishes to object to the Settlement may submit a timely written objection to the Settlement Administrator in accordance with the instructions in the Class Notice, who shall promptly provide copies to Class Counsel and Defense Counsel. Class Counsel shall file any such objections with the Court as part of the motion for final approval. Settlement Class Members may

also appear in Court (or hire any attorney to appear in Court) to present verbal objections at the Final Approval Hearing with or without having made a written objection.

16. Any Settlement Class Member who does not submit a timely and valid Request for Exclusion will be deemed a Participating Class Member, will be bound by the Settlement and the Released Class Claims, and will be entitled to receive an Individual Settlement Amount in accordance with the allocation formula set forth in the Settlement Agreement.

17. However, Settlement Class Members may not opt out of or object to the Settlement with respect to the Released PAGA Claims. Even if a Settlement Class Member submits a timely and valid Request for Exclusion from the Class Claims, they will still receive their share of the PAGA Payment as an Aggrieved Employee and will be bound by the release of PAGA Claims pursuant to Labor Code § 2699(l), regardless of their opt-out status with respect to the Class portion of the Settlement.

PROCEDURE FOR FINAL APPROVAL OF THE SETTLEMENT

18. A Final Approval Hearing shall be held in this Court on March 5, 2027 at 9:00 a.m. to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and litigation costs to be awarded to Class Counsel; and (3) the amount of the Service Payment to be awarded to the Class Representative. Should the Court continue the Final Approval Hearing, the Settlement Administrator shall notify all Settlement Class Members who timely objected to the settlement.

19. Class Counsel shall file a Motion for Final Approval of the Settlement Agreement and any requests for attorneys' fees and costs and service awards for the Plaintiff no later than sixteen (16) court days prior to the Final Approval Hearing.

20. The parties shall submit a copy of this Order to the Labor and Workforce Development Agency (LWDA) within ten days after entry of the order pursuant to Labor Code § 2699(s)(3).

IT IS SO ORDERED.

Dated: October 14, 2026

Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE

(CCP 1010.6, and CRC 2.251)

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 19, 2026, I electronically served:

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via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: OCT 19 2026

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos

Edward Santos, Deputy Clerk