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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

CHANDNI SINGH, individually, on behalf of
all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

SHORT STORY, INC., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-23-609394
Assigned to: Hon. Jeffrey S. Ross, Dept. 606
Complaint filed: September 29, 2023
FAC Filed: March 13, 2024
Trial Date: Not set.

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
NOTICE PROCEDURES**

1 Plaintiff's motion for preliminary approval came on regularly for hearing on November 21,
2 2025 at 9:30 a.m., in Department 606 of the Superior Court of the State of California, County of
3 San Francisco, before the Honorable Jeffrey S. Ross. Plaintiff was represented by her counsel,
4 Wilshire Law Firm ("Class Counsel"). Defendant Short Story, Inc. ("Defendant") was represented
5 by its counsel, DLA Piper LLP (US).

6 Plaintiff and Defendant have agreed to settle the Action upon the terms and conditions set
7 forth in the Class Action and PAGA Settlement Agreement ("Agreement"), which is attached as
8 **Exhibit 1** to the Declaration of Tyler Woods in Support of Plaintiff's Motion for Preliminary
9 Approval of Class Action Settlement. "Settlement" means the disposition of the Action effected by
10 the Agreement and the Judgment.

11 Based upon the Court's review of the Agreement, the moving papers submitted in support
12 of preliminary approval, and all of the files, records, and proceedings herein, and in recognition of
13 the Court's duty to make a preliminary determination as to the reasonableness of this proposed class
14 action settlement and to ensure proper notice to all Class Members in accordance with due process
15 requirements, the Court preliminarily finds: (1) the Settlement of the Released Class Claims was
16 entered into in good faith and appears to be fair, reasonable, and adequate, such that the
17 Administrator should distribute the Class Notice of the Settlement to all Class Members ("Class
18 Notice"), and a Court's hearing on the Motion for Final Approval of the Settlement (the "Final
19 Approval Hearing") should be set; and (2) the Settlement of the Released PAGA Claims appears
20 consistent with Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
21 ("PAGA")'s underlying purpose of benefitting the public. Accordingly, the Court GRANTS
22 preliminary approval of the Parties' Settlement for the reasons stated below, and sets the below
23 schedule for the Class Notice and the Final Approval Hearing:

24 THEREFORE, IT IS HEREBY ORDERED:

25 1. This Order incorporates by reference the definitions in the Agreement, and all terms
26 defined therein shall have the same meaning in this Order.

27 2. It appears to the Court on a preliminary basis that the class aspects of the Settlement
28 are fair, reasonable, and adequate. More specifically, it appears to the Court that counsel for the

1 Parties have engaged in sufficient investigation, research, and formal and informal discovery, such
2 that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions.
3 The Court preliminarily finds that the class aspects of the Settlement appear to be within the range
4 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to all Class Members appear
7 fair, reasonable, and adequate when balanced against the probable outcome of further litigation
8 relating to liability and damages issues.

9 3. The Court further preliminarily finds that the relief provided for under PAGA is
10 genuine, meaningful, and consistent with PAGA's underlying purpose of benefiting the public.

11 4. The Court also finds that settlement of the class and PAGA claims at this time will
12 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
13 presented by the further prosecution of the Action. It further appears that the Settlement has been
14 reached as a result of an arm's length mediation session before a neutral mediator.

15 5. Additional factors weigh in favor of granting preliminary approval. The proposed
16 Settlement does not require Class Members to participate in a claims process in order to receive
17 their share of the Gross Settlement Amount. Any funds not claimed will not revert to Defendant but
18 will be paid to the California Controller's Unclaimed Property Fund in the name of the Class
19 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
20 Procedure Section 384, subd. (b).

21 6. For the purposes of this Settlement only, the Court hereby provisionally certifies the
22 Released Class Claims on behalf of the Class. "Class" means all individuals employed by Defendant
23 in the State of California in non-exempt positions during the Class Period. "Class Period" means the
24 period from April 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval
25 of this Settlement; or (b) the date on which the Total Workweeks reaches 14,865. "Total
26 Workweeks" means the total number of Workweeks during which any Class Member worked at
27 least one day in a non-exempt position in California during the Class Period according to
28 Defendant's business records. Individuals who are part of the Class are also referred to as "Class

Members,” whether they are Participating Class Members or Non-Participating Class Members. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. If for any reason the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification of the Released Class Claims on behalf of the Class Members as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Released Class Claims should be certified on behalf of the Class Members in a non-settlement context in the Action or in any other lawsuit.

7. For the purposes of this Settlement only, the Court hereby preliminarily appoints and designates Plaintiff to serve as the representative for the Class Members.

8. For purposes of this Settlement, the Court also preliminarily appoints Wilshire Law Firm to serve as Class Counsel for the Participating Class Members. Class Counsel is authorized to represent and bind Plaintiff and Participating Class Members with respect to all acts or consents required by this Order. Any Class Member may enter an appearance through counsel of such individual’s own choosing and at such individual’s own expense. Any Participating Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

9. The Court finds, based on Class Counsel’s declarations, that Class Counsel have notified the California Labor and Workforce Development Agency (“LWDA”) of the PAGA claims at issue in this lawsuit pursuant to former Labor Code section 2699.3, and that Class Counsel have notified the LWDA of the settlement of those claims by submitting a copy of the Agreement to the LWDA in compliance with former California Labor Code section 2699(l).

10. For purposes of this Settlement, the Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount and related matters provided for in the Agreement. In accordance with the Agreement, the Court hereby preliminarily approves the Gross Settlement Amount of \$500,000.00, which is the total, non-reversionary amount that Defendant shall be obligated to pay under the Agreement in order to settle the Action. In addition, Defendant shall also pay the employer’s share of payroll taxes on the Wage Portion of the Individual Class Payments.

1 11. For purposes of this Settlement, the Court hereby preliminarily approves the Class
2 Representative Service Payment to Plaintiff in the amount of \$10,000.00 in recognition of her role
3 in prosecuting the Action on behalf of Class Members and for providing a Complete and General
4 Release to the Released Parties. The Court is not approving this amount but is merely authorizing
5 notice to be provided to the Class Members of Plaintiff's requested Class Representative Service
6 Payment and allowing Plaintiff to make an application at the Final Approval Hearing. The Court
7 will decide the final amount of the Class Representative Service Payment at the Final Approval
8 Hearing, and the Class Representative Service Payment will be paid from the Gross Settlement
9 Amount.

10 12. For purposes of this Settlement, the Court hereby preliminarily approves a payment
11 of Class Counsel Fees Payment of one-third (1/3) of the Gross Settlement Amount (currently
12 estimated to total \$166,666.67) for the services the attorneys representing the Plaintiff in the Action
13 have rendered and will render in the Action. The Court is not approving this amount but is merely
14 authorizing notice to be provided to the Class Members of Plaintiff's requested Class Counsel Fees
15 Payment and allowing Class Counsel to make an application at the Final Approval Hearing. The
16 Court will decide, and shall have exclusive jurisdiction regarding, the final amount and allocation
17 of the Class Counsel Fees Payment at the Final Approval Hearing, and the Class Counsel Fees
18 Payment will be paid from the Gross Settlement Amount.

19 13. For purposes of this Settlement, the Court hereby preliminarily approves a payment
20 of Class Counsel Litigation Expenses Payment not to exceed a total of \$30,000.00 for the litigation
21 costs all attorneys representing Plaintiff in the Action have incurred and will incur in the
22 investigation, litigation, and resolution of the Action. The Court is not approving this amount but is
23 merely authorizing notice to be provided to the Class Members of Plaintiff's requested Class
24 Counsel Litigation Expenses Payment and allowing Class Counsel to make an application at the
25 Final Approval Hearing. The Court will decide, and shall have exclusive jurisdiction regarding, the
26 final amount and allocation of the Class Counsel Litigation Expenses Payment at the Final Approval
27 Hearing, and the Class Counsel Litigation Expenses Payment will be paid from the Gross Settlement
28 Amount.

1 14. For purposes of this Settlement, the Court hereby preliminarily approves a maximum
2 payment of \$7,490.00 to the Administrator, except for a showing of good cause as approved by the
3 Court, for third-party administration fees that are necessary to administer the Settlement
4 (“Administration Expenses”). The Court will decide the final Administration Expenses at the Final
5 Approval Hearing, and the Administration Expenses will be paid from the Gross Settlement
6 Amount.

7 15. For purposes of this Settlement, the Court hereby preliminarily approves the PAGA
8 Payment in the amount of \$50,000.00 as providing genuine and meaningful relief that is consistent
9 with PAGA’s underlying purpose of benefiting the public. The Court also preliminarily approves
10 the Parties’ allocation of: (a) seventy-five percent (75%) of the PAGA Payment (\$37,500.00) as the
11 LWDA PAGA Payment to the LWDA; and (b) twenty-five percent (25%) of the PAGA Payment
12 (\$12,500.00) as the total of all Individual PAGA Payments to the Affected Employees. The PAGA
13 Payment shall resolve all claims for civil penalties under the PAGA for the PAGA claims consistent
14 with the Released PAGA Claims described in the Agreement. The Agreement provides that the
15 Individual PAGA Payments shall be distributed to Affected Employees on a *pro rata* basis based
16 on the number of PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an
17 Affected Employee worked at least one day for Defendant in non-exempt position in California
18 during the PAGA Period according to Defendant’s business records. “PAGA Period” means the
19 period from January 8, 2023, through the earlier of: (a) the date the Court grants preliminary
20 approval of the Settlement; or (b) the date on which the Class Period ends. The Court preliminarily
21 approves this proposed allocation and distribution of the PAGA Payment as fair, reasonable, and
22 adequate. The Court will decide the final PAGA Payment at the Final Approval Hearing, and the
23 PAGA Payment will be paid from the Gross Settlement Amount.

24 16. The Net Settlement Amount to be distributed to Participating Class Members is the
25 Gross Settlement Amount minus deductions for the Class Representative Service Payment, Class
26 Counsel Fees Payment, Class Counsel Expenses, Administration Expenses, and PAGA Payment.
27 The Agreement provides that the Individual Class Payments shall be calculated by dividing a
28 Participating Class Member’s individual Workweeks (which means any workweek in which a Class

1 Member worked at least one day in a non-exempt position in California during the Class Period
2 according to Defendant's business records) by the Total Workweeks of all Participating Class
3 Members, and multiplying this result by the Net Settlement Amount. The Court finds that the Net
4 Settlement Amount confers a substantial benefit to Participating Class Members. Accordingly, for
5 purposes of this Settlement, the Court preliminarily approves the Net Settlement Amount and the
6 Individual Class Payments as fair, reasonable, and adequate. The Court will ultimately decide the
7 fairness and adequacy of the distribution of the Net Settlement Amount at the Final Approval
8 Hearing, and the Net Settlement Amount will be paid from the Gross Settlement Amount.

9 17. The Court finds that – provided that all blanks/missing information are filled out –
10 the form and content of the proposed Class Notice (attached to the Agreement as Exhibit A and also
11 attached to this Order as Exhibit A) will fairly and adequately advise Class Members of the terms
12 of the proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to
13 receive their share of the Settlement, of the scope and effect of the Released Class Claims, of their
14 rights and obligations relating to opting out of or objecting to the Settlement, of the date of the Final
15 Approval Hearing, and of their right to appear at the Final Approval Hearing. Thus, the Court finds
16 that the Class Notice comports with all constitutional requirements, including those of due process.
17 The Court further finds that the distribution of the Class Notice as specifically described within the
18 Agreement, with measures taken for verification of addresses, as set forth therein, constitutes a fair
19 and effective method of providing notice of this Settlement.

20 18. The Court hereby appoints APEX Class Action Administration as the Administrator
21 to provide notice of the Settlement and administer the Settlement, as more specifically set forth in
22 the Agreement.

23 19. The Court understands that the Settlement includes a release of Released Class
24 Claims. After Defendant has fully funded the Gross Settlement Amount (and separately paid the
25 employer-side payroll taxes), Plaintiff and Participating Class Members will release and discharge
26 the Released Parties from any and all claims, rights, demands, and liabilities of every nature and
27 description, whether known or unknown, suspected or unsuspected, arising under federal, state, or
28 local law, that were asserted or that could have reasonably been asserted based on the facts alleged

1 in the Action, including the initial and the First Amended Complaint, that arose during the Class
2 Period (“Released Class Claims”). In light of the consideration provided under the Settlement, the
3 Court makes a preliminary finding that the release of the Released Class Claims appears fair,
4 adequate, and reasonable.

5 20. The Court understands that the Settlement includes a release of Released PAGA
6 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, on
7 behalf of herself, the State of California, and all Affected Employees, including Non-Participating
8 Class Members who are Affected Employees, will release and discharge the Released Parties from
9 any and all claims, rights, demands, and liabilities of every nature and description, whether known
10 or unknown, for PAGA civil penalties that were asserted or that could have reasonably been asserted
11 based on the facts alleged in the Action, including the initial and the First Amended Complaint and
12 the PAGA Notice, that arose during the PAGA Period, including, but not limited to, claims for civil
13 penalties for alleged violations of California Labor Code sections 201-203, 204, 226, 226.7, 1194,
14 1194.2, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Orders
15 (“Released PAGA Claims”). All Affected Employees will be barred from asserting Released PAGA
16 Claims against Short Story, whether or not they exclude themselves from the Settlement. This
17 includes those who are Participating Class Members and those who opt-out of the Class Settlement,
18 cannot sue, continue to sue or be part of any other PAGA claim against Short Story or any of the
19 Released Parties based on the PAGA Period facts alleged in the Action and resolved by this
20 Settlement. In light of the consideration provided under the Settlement, the Court makes a
21 preliminary finding that the release of the Released PAGA Claims appears fair, adequate, and
22 reasonable.

23 21. The Court understands that, under the Settlement, Plaintiff will provide a Complete
24 and General Release, including a waiver under California Civil Code section 1542, to the Released
25 Parties in consideration for the promises and payments set forth in the Agreement—including the
26 Class Representative Service Payment to which Defendant contends Plaintiff is otherwise not
27 entitled. Upon Defendant fully funding of the Gross Settlement Amount and all employer payroll
28 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff shall completely and

generally release any and all claims, rights, demands, and liabilities of every nature and description, known and unknown, suspected or unsuspected, including but not limited to those raised in the Action (including the initial and First Amended Complaint), and those arising from or related to Plaintiff's employment with Defendant, that Plaintiff may have against the Released Parties, that arose on or before the date on which Plaintiff signed the Settlement Agreement, and shall be subject to a waiver of California Civil Code section 1542. Plaintiff's Release does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Nothing in this provision or in the Settlement Agreement is intended to interfere with Plaintiff's ability to be a member of any future class and/or collective action so long as any such action does not assert the claims released in and through the Settlement. In light of the considerations provided under the Settlement, the Court makes the preliminary finding that Plaintiff's Complete and General Release appears fair, adequate, and reasonable.

22. The Court understands that the Settlement provides for procedures for carrying out the Settlement, all of which the Court has considered and finds to be fair, adequate, and reasonable, the deadlines for which are summarized as follows:

Deadline for Defendant to provide Class Data to the Administrator	No later than 14 calendar days after the Court grants Preliminary Approval of the Settlement.
Deadline for Administrator to mail the Class Notice to Class Members	No later than 14 calendar days after the Administrator receives the Class Data.
Deadline for Administrator to establish the Settlement website and post designated documents	No later than 21 calendar days after the Administrator receives the Class Data
Deadline for Class Members to Opt-Out of the	60 days after the Class Notice is mailed to the

Settlement, Object to the Settlement, and/or Dispute Workweeks and/or PAGA Pay Periods	Class Member.
Deadline for Plaintiff to File Motion for Final Approval of the Settlement	16 court days before the Final Approval Hearing set below.

23. As of the date this Order is signed, all dates and deadlines associated with the above-captioned coordinated Action shall be stayed, other than those pertaining to the administration of the Settlement, to be re-set if final approval is not granted.

24. This Settlement is not a concession or admission and shall not be used against Defendant or any of the Released Parties as an admission of liability with respect to the Released Class Claims or Released PAGA Claims. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, offered, or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of enforcing the Settlement.

25. A Final Approval Hearing shall be held on April 17, 2026, in Department 606 of the Superior Court of the State of California, County of San Francisco, located at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102 before the Honorable Jeffrey S. Ross, to determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Class Members. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement that will adjudicate the rights of all Participating Class Members, Affected Employees, and the State of California.

1 IT IS SO ORDERED.

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Dated: _____

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Judge of the Superior Court
Hon. Jeffrey S. Ross

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EXHIBIT A

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

Singh v. Short Story, Inc., San Francisco Superior Court Case No. CGC-23-609394

***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 a class action lawsuit (“Action”) against Short Story, Inc. (“Short Story”) for alleged wage and hour violations. The Action was filed by a former Short Story employee Chandni Singh (“Plaintiff”) and seeks payment of (1) back wages and expense reimbursement for a class of all individuals employed by Short Story in non-exempt positions in California at any time during the Class Period (*i.e.*, the period from April 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Total Workweeks reaches 14,865) (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all individuals employed by Short Story in non-exempt positions in California at any time during the PAGA Period (*i.e.*, the period from January 8, 2023, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Class Period ends) (“Affected Employees”).

The proposed Settlement has two main parts: (1) a class action settlement requiring Short Story to fund Individual Class Payments, and (2) a PAGA settlement requiring Short Story to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Short Story’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [X] (less withholding) and your Individual PAGA Payment is estimated to be \$ [X]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for either your Individual Class Payment and/or Individual PAGA Payment, then according to Short Story’s records you are not eligible for an Individual Class Payment and/or Individual PAGA Payment under the Settlement because you did not work during the Class Period or PAGA Period, as applicable.)

The above estimates are based on Short Story’s records showing that **you worked [X] workweeks** during the Class Period and **you worked \$ [X] pay periods** during the PAGA Period.

If you wish to dispute the workweeks credited to you, you must notify the Settlement Administrator by **[DATE]**. Your dispute must contain your name, address, and telephone number; clearly state that you dispute the number of workweeks credited to you for the Class Period and/or PAGA Period and what you contend is the correct number; and attach any documentation that you have to support the dispute.

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 do 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 Short Story to make payments under the Settlement and requires Class Members and Affected Employees to give up their rights to assert certain claims against Short Story and the other Released Parties, *i.e.*, Short Story and its current and former parents, subsidiaries, and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

If you worked for Short Story 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 an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims against Short Story.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a 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 your individual wage claims against Short Story. You cannot opt out of the PAGA portion of the proposed Settlement.

Short Story will not retaliate against you for any Action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	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 the class action wage claims against Short Story that are covered by this Settlement (<i>i.e.</i>, the Released Class Claims).
You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt Out Deadline is [DATE]	If you do not want to fully participate in the proposed Settlement, you can opt out of the class aspects of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment and you will have no right to object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. If the Court approves the PAGA settlement, Short Story must pay Individual PAGA Payments to all Affected Employees and the Affected Employees must give up their rights to pursue the Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by The Response Deadline (i.e., [DATE])	All Class Members who do not opt out (“Participating Class Members”) can object to the class aspects of the Settlement. The Court’s decision regarding whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and to 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 of this Notice.
You Can Participate in the Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on [DATE]. 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), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [DATE]	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period. The number of Class Period Workweeks you worked according to Short Story’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Short Story employee. In the Action, Plaintiff accuses Short Story of violating California labor laws by: failing to pay minimum and straight time wages; failing to pay overtime wages; failing to provide meal periods; failing to authorize and permit rest periods; failing to timely pay final wages at termination; failing to provide accurate itemized wage statements; failing to indemnify employees for expenditures; and violating California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* Based on the same theories, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by the following attorneys in the Action: Wilshire Law Firm (“Class Counsel”).

Short Story strongly denies violating any laws or failing to pay any wages, and Short Story contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Short Story or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Short Story hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Short Story have negotiated a proposed Settlement that is subject to the Court’s final approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Short Story 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) Short Story has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Affected Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to decide whether to finally approve the Settlement.

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

1. Short Story will pay \$500,000.00 as the Gross Settlement Amount. Short Story has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Short Story will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final and is no longer subject to appeal.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$166,666.67 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$7,490.00 to the Administrator for services administering the Settlement.

- d. Up to \$50,000 to resolve the PAGA claims, allocated 75% (\$37,500.00) to the LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA Payments to the Affected Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on the number of Workweeks (*i.e.*, any workweek in which a Class Member worked at least one day in a non-exempt position in California during the Class Period according to Defendant’s business records) they worked during the Class Period.
- 4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Short Story are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2s. Short Story will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties and interest rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Form 1099s.

Although Plaintiff and Short Story 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.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA 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 deposited with the California Controller’s Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State’s website at: https://www.sco.ca.gov/search_upd.html.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class aspects of the Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline ([DATE]). The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address,

telephone number, and a simple statement electing to be excluded from the Short Story Settlement or words to that effect. Class Members who exclude themselves from the Settlement will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Short Story.

- a. You cannot opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the PAGA Settlement, Class Members who exclude themselves from the Class aspects of the Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Short Story and the Released Parties based on the facts alleged in the Action.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Short Story have agreed that, in either case, the Settlement will be void: Short Story will not pay any money and Class Members will not release any claims against Short Story if the Settlement does not become final and binding.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the Released Class Claims released under the Settlement. This means that unless you opt out by validly excluding yourself from the class aspects of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Short Story or any of the Released Parties for wages arising during the Class Period and PAGA penalties arising during the PAGA Period based on the facts alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members will release and discharge the Released Parties from any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint, that arose during the Class Period (“Released Class Claims”).

10. Affected Employees’ PAGA Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Affected Employees will be barred from asserting PAGA claims against Short Story, whether or not they exclude themselves from the Settlement. This means that all Affected Employees, including those who

are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or be part of any other PAGA claim against Short Story or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Affected Employees will be bound by the following release:

All Affected Employees, including Non-Participating Class Members who are Affected Employees, and the State of California will release and discharge the Released Parties from any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, for PAGA civil penalties that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint and the PAGA Notice, that arose during the PAGA Period, including, but not limited to, claims for civil penalties for alleged violations of California Labor Code sections 201-203, 204, 226, 226.7, 1194, 1194.2, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Orders (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Affected Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Affected Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until the Response Deadline (*i.e.*, [DATE]) to challenge the number of Workweeks and/or Pay Periods credited to you. 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 support your challenge by sending copies of pay stubs or other records. The Administrator will accept Short Story’s calculation of Workweeks and/or Pay Periods based on Short Story’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Short Story’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. 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 does not submit a valid and timely Request for Exclusion from the Settlement), including those who also qualify as Affected Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Affected Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member who is an Affected Employee).

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 Short Story Wage and Hour Case Settlement 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 by [DATE], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

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 Short Story are asking the Court to approve. At least 16 days before the calendared Final Approval Hearing, Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [REDACTED] or the Court's website at [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].**

Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Short Story Wage and Hour Case Settlement, and include your name, current address, telephone number, and approximate dates of employment for Short Story, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at their own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 606 of the San Francisco Superior Court, located at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount 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 attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at [WEBSITE] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Short Story and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the settlement website at [WEBSITE]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information> and entering the Case Number for the Action, Case No.CGC-23-609394. You can also make an appointment to personally review court documents in the Clerk's Office at the Civic Center Courthouse by calling (415) 551-4000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date of the original check, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address while the Settlement is pending, you should immediately notify the Administrator to make sure the Administrator mails your settlement check to your current address.