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Attorneys for Plaintiff
DESHON WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

DESHON WILLIMAS, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

VELO3D, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV070396

*Assigned for all purposes to the Honorable
Somnath Raj Chatterjee, Dept. 21*

**NOTICE OF ENTRY OF ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: April 4, 2024

Trial Date: Not yet set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 22, 2025, the Court in the above-entitled action
3 entered an order granting preliminary approval of the Parties' Joint Stipulation of Class Action and
4 PAGA Settlement. A true and correct copy of the minute order entered by the Court on September 22,
5 2025 is attached hereto as Exhibit 1.

6
7 Dated: September 23, 2025

PARKER & MINNE, LLP

8
9 By:



S. Emi Minne

Attorneys for Plaintiff

EXHIBIT 1

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11 Attorneys for Plaintiff
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12

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14 **FOR THE COUNTY OF ALAMEDA**

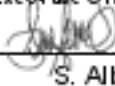
15 DESHON WILLIAMS, individually and on
16 behalf of others similarly situated, and as an
17 aggrieved employee and Private Attorney
General,

18 Plaintiff,

19 vs.

20 VELO3D, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

21 Defendants.
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FILED
Superior Court of California
County of Alameda
09/22/2025
Clad Flake, Executive Officer / Clerk of the Court
By:  Deputy
S. Albert

Case No.: 24CV070396

*Assigned for all purposes to the Honorable
Somnath Raj Chatterjee, Dept. 21*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 26, 2025

Time: 2:30 p.m.

Dept.: 21

Reservation ID: 696371319323

Complaint Filed: April 4, 2024

Trial Date: Not yet set

[PROPOSED] ORDER

Plaintiff Deshon Williams’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing on August 26, 2025, in Department 21 of the above-entitled Court, the Honorable Somnath Raj Chatterjee presiding. The Court, having considered Plaintiff’s Motion, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Agreement”). The Court finds the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. It appears to the Court on a preliminary basis that the Agreement is fair, adequate and reasonable. It appears to the Court that adequate investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Agreement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Agreement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

3. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel’s Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Members are fair, adequate, and reasonable when

1 balanced against the probable outcome of further litigation relating to certification, liability, and
2 damages issues.

3 4. The Court concludes that, for settlement purposes only, the proposed Class meets the
4 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
5 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
6 (b) common questions of law and fact predominate, and there is a well-defined community of interest
7 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
8 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
9 protect the interests of the members of the Class; (e) a class action is superior to other available
10 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as
11 counsel for Plaintiff in his individual capacity and as the representative of the Class.

12 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
13 follows:

14 All current and former hourly-paid, non-exempt employees of Defendant Velo3D, Inc.
15 who were employed by Defendant Velo3D, Inc. in the State of California at any time
during the period commencing on April 4, 2020, and ending on April 28, 2025.

16 6. For purposes of settlement only, the Court designates Plaintiff Deshon Williams as the
17 Class Representative.

18 7. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker
19 of Parker & Minne, LLP and Benjamin Smith of Smith Law as Class Counsel.

20 8. The Court designates Apex Class Action LLC as the third-party Settlement
21 Administrator.

22 9. The Parties are ordered to implement the Agreement according to the terms of the
23 Agreement.

24 10. Within thirty (30) calendar days of the date of this Order, Defendant Velo3D, Inc.
25 ("Defendant") shall provide the Settlement Administrator with the Class List consisting of the
26 following information for each Class Member: full name, last known address, last known telephone
27 number, social security number, start and end dates of active employment as a non-exempt employee
28 of Defendant in the State of California, total Workweeks during the Class Period, and total Workweeks

1 during the PAGA Period.

2 11. The Court approves, as to form and content, the Notice of Proposed Class Action
3 Settlement (“Notice”) attached as **Exhibit A** to the Agreement.

4 12. The Court finds that the form of notice to the Class regarding the pendency of the action
5 and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
6 to members of the Class, satisfy the requirements of due process, constitute the best notice practicable
7 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
8 The form and method of giving notice complies fully with the requirements of California Code of
9 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
10 the California and United States Constitutions, and other applicable law.

11 13. The Court further approves the procedures for Class Members to opt-out of or object
12 to the Agreement, as set forth in the Notice and the Agreement. The procedures and requirements for
13 filing objections in connection with the Final Approval hearing are intended to ensure the efficient
14 administration of justice and the orderly presentation of any Class Member’s objection to the
15 Agreement, in accordance with the due process rights of all Class Members.

16 14. The Court directs the Settlement Administrator to mail the Notice to the members of
17 the Class no later than fourteen (14) calendar days after receiving the Class List from Defendant, in
18 accordance with the terms of the Agreement.

19 15. The Notice shall provide sixty (60) calendar days’ notice for Class Members to submit
20 disputes, opt-out of, or object to the Agreement. Class Members whose Notices are re-mailed shall
21 have an additional fifteen (15) calendar days to submit disputes, opt-out of, or object to the Agreement.

22 16. The hearing on Plaintiff’s Motion for Final Approval is scheduled in Department 21 of
23 this Court, located at 1225 Fallon St., Oakland, California 94612 on
24 _____, at _____ a.m. / p.m.

25 17. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
26 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
27 granting final approval of the Agreement should be entered; and (c) whether Plaintiff’s application for
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the proposed Class Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's Fees and Costs, should be granted.

18. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiff's application for the Class Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's Fees and Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

19. The Court orders the following implementation schedule:

Event	Date
Defendant to provide Class List to the Settlement Administrator no later than:	30 calendar days following preliminary approval
Settlement Administrator to mail the Class Notice to the Class no later than:	14 calendar days following provision of the Class List
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	60 calendar days after mailing of the Class Notice

20. Pending the Final Approval hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed. The stay on the Action includes, without limitation, a stay on the five-year limitations period to bring the Action to trial under Code of Civil Procedure section 583.310.

21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this Order or the terms of the Agreement.

IT IS SO ORDERED.

DATED: 09/22/2025

By:


Honorable Somnath Raj Chatterjee
JUDGE OF THE SUPERIOR COURT
Somnath Raj Chatterjee / Judge