ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
NAME: Ryan Slinger (SBN 351297); Alborz Javaheri (SBN 364246)
FIRM NAME: LAWYERS for JUSTICE, PC
STREET ADDRESS: 450 North Brand Blvd., Suite 900
CITY: Glendale STATE: CA ZIP CODE: 91203
TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021
EMAIL ADDRESS: r.slinger@calljustice.com; a.javaheri@calljustice.com
ATTORNEY FOR *(name)*: Plaintiff Raymond Herrera

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 1225 Fallon Street
MAILING ADDRESS:
CITY AND ZIP CODE: Oakland 94612
BRANCH NAME: Rene C. Davidson Courthouse

FOR COURT USE ONLY

PLAINTIFF/PETITIONER: Raymond Herrera
DEFENDANT/RESPONDENT: Goodfellow Bros. California, LLC, et al.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER:
24CV081417/Dept. 20

(Check one): [✖] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

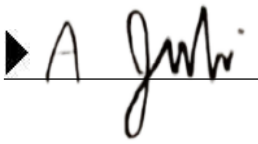
1. A judgment, decree, or order was entered in this action on *(date)*: September 11, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit 1 - Order Granting Preliminary Approval of Class Action and PAGA Settlement
Exhibit 2 - Order Re: Case Management Conference; Hearing on Motion - Other Motion for Preliminary Approval of Settlement
Exhibit 3 - September 10, 2026 Minute Order Re: Case Management Conference: Hearing on Motion - Other Motion for Preliminary Approval of Settlement
Exhibit 4 - September 10, 2026 Amended Minutes Re: Case Management Conference: Hearing on Motion - Other Motion for Preliminary Approval of Settlement
Exhibit 5 - September 11, 2026 Order Ruling on Submitted Matter

Date: October 6, 2026

Alborz Javaheri
(TYPE OR PRINT NAME OF [✖] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)


(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

PLAINTIFF/PETITIONER: Raymond Herrera DEFENDANT/RESPONDENT: Goodfellow Bros. California, LLC, et al.	CASE NUMBER: 24CV081417/Dept. 20

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
   PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date: October 6, 2026

Bianca Balentine
(TYPE OR PRINT NAME OF DECLARANT)

Bianca Balentine
(SIGNATURE OF DECLARANT)

EXHIBIT 1

FILED
Superior Court of California
County of Alameda
09/11/2026
Chad Finke, Executive Officer / Clerk of the Court
By: D. Kinney Deputy
D. Kinney

Arby Aiwazian (SBN 269827)
Ryan Slinger (SBN 351297)
Alborz Javaheri (SBN 364246)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

RAYMOND HERRERA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

GOODFELLOW BROS. CALIFORNIA, LLC, a California limited liability company; GOODFELLOW BROS. LLC, a Washington limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV081417

Honorable Karin Schwartz
Department 20

CLASS ACTION

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

Reservation ID:	081594949801
Hearing Date:	November 5, 2026
Hearing Time:	3:00 p.m.
Department:	20
Complaint Filed:	June 26, 2024
FAC Filed:	March 5, 2026
Trial Date:	None Set

Electronically Received 06/26/2026 12:47 PM

Thomas Eagle Weathers

This matter has come before the Honorable ~~Karin Schwartz~~ in Department 20 of the Superior Court of the State of California, for the County of Alameda, on November 5, 2026, at 3:00 p.m. for Plaintiff's Renewed Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Raymond Herrera ("Plaintiff"), individually and on behalf of all others similarly situated and aggrieved employees, and Jackson Lewis P.C. appears as counsel for Defendants Goodfellow Bros. California, LLC and Goodfellow Bros. LLC (together, the "Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Renewed Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the First Amended Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Declaration of Ryan Slinger in Support of Plaintiff's Renewed Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their and each other's respective positions. It further appears to the Court that the Settlement, 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 Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Service Payment, PAGA Penalty Amount, Settlement Administration Costs, and payments to the Participating Class Members and Aggrieved Employees 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 Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

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

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

> all current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers, who worked for any of the Defendants within the State of California and held non-unionized positions at any time during the Class Period.

7. The Court provisionally appoints Arby Aiwazian, Yasmin Hosseini, Ryan Slinger, and Alborz Javaheri of Lawyers *for* Justice, PC as Class Counsel.

8. The Court provisionally appoints Plaintiff Raymond Herrera as the Class Representative.

9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days after entry of this Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class Member and Aggrieved Employee identifying information in Defendants' possession, custody, or control, including each Class Member's last-known full name, last-known mailing address, Social Security Number, and hire and termination dates, and information and/or data sufficient to determine the number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee (collectively referred to as the "Class Data") in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as "**EXHIBIT A**." The Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' and Aggrieved Employees' right to challenge the Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Participating Class Member's right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days after receiving the Class Data from Defendants, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by fifteen (15) calendar days from the date of the original Response Deadline. Any Class

Member who submits a Request for Exclusion from the Class Settlement will not be a Participating Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on 4/21/2027 at 3:00 p.m. ~~a.m./p.m.~~ in Department 20 of the Superior Court of California for the County of Alameda, located at 1225 Fallon Street, Oakland, California 94612, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Service Payment, PAGA Penalty Amount and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Service Payment, PAGA Penalty Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by 3/25/2027, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Objection. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement. A

Participating Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Settlement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendants. 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 construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: 09/11/2026

By: _____

The Honorable ~~Karin Schwartz~~
Judge of the Superior Court

Thomas Eagle Weathers / Judge

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Raymond Herrera v. Goodfellow Bros. California, LLC, et al.

Superior Court of California for the County of Alameda, Case No. 24CV081417

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Raymond Herrera ("Plaintiff") and Defendants Goodfellow Bros. California, LLC and Goodfellow Bros. LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Raymond Herrera v. Goodfellow Bros. California, LLC, et al.*, Alameda County Superior Court, Case No. 24CV081417 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member**" means all current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers who worked for any of the Defendants within the State of California and held non-unionized positions at any time during the Class Period.

"**Class Period**" means the period from June 26, 2021 through August 23, 2025.

"**Class Settlement**" means the settlement and resolution of Released Class Claims (described in Section III.D below).

"**Aggrieved Employees**" means all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"**PAGA Settlement**" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from April 19, 2023 through August 23, 2025.

II. BACKGROUND OF THE ACTION

On April 19, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of his intent to pursue civil penalties for alleged violations of the California Labor Code ("PAGA Notice"). On June 26, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* in the Alameda County Superior Court, Case No. 24CV081417. On March 5, 2026, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under California Labor Code section 2698, *et seq*. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Operative Complaint or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Class Action and PAGA Settlement Agreement ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Raymond Herrera as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendants is $337,500.00 (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to 40% of the Gross Settlement Amount (i.e., $135,000.00 if the Gross Settlement Amount remains $337,500.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount up to $20,000.00 ("Litigation Costs") (together, "Attorneys' Fees and Costs") to Class Counsel; (2) Service Payment in an amount up to $10,000.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to $7,000.00 to the Settlement Administrator; and (4) the amount of $33,750.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Penalty Amount"). The PAGA Penalty Amount will be distributed 75% ($25,312.50) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $8,437.50) will be distributed to Aggrieved Employees ("Aggrieved Employees Payment").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks during which a Class Member worked for Defendants as a non-union hourly-paid or non-exempt employee and/or salaried dispatchers within the State of California during the Class Period ("Workweeks"). The Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to arrive at each Class Members' Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% interest, damages, liquidated damages, restitution, and statutory penalties, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employees Payment ("Individual PAGA Payment"), based on the number of pay periods each Aggrieved Employee worked for Defendants as a non-exempt, hourly-paid employee in California during the PAGA Period ("PAGA Pay Periods"). The Settlement Administrator has will divide the Aggrieved Employees Payment, which is $8,437.50, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, resulting in the "PAGA Pay Period Value" and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period to arrive at each Aggrieved Employee's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendants' Records

According to Defendants' records:

From June 26, 2021 through August 23, 2025 (i.e., Class Period), you are credited with <<_____>> Workweeks.

From April 19, 2023 through August 23, 2025 (i.e., PAGA Period), you are credited with <<_____>> PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Action (*Raymond Herrera v. Goodfellow Bros. California, LLC, et al.,* Alameda Superior Court Case No. 24CV081417); (b) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a clear statement that you are disputing the number of Workweeks and/or PAGA Pay Periods credited to you; (d) attach any relevant documentation in support thereof; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be $<<_____>>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be $<<_____>>.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Plaintiff and all Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Plaintiff, the State of California, and Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

"Released Class Claims" means any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were alleged in the Operative Complaint, or reasonably could have been alleged based on the factual allegations in the Operative Complaint and Plaintiff's PAGA Notice, including but not limited to claims for misclassification, failure to pay minimum wages, wages, and overtime premiums, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicated on the aforementioned Labor Code violations.

"Released PAGA Claims" means any and all claims for civil penalties under PAGA, that were alleged in the PAGA Notice and Operative Complaint or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period for violations of the California Labor Code, including, inter alia, sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802,

and IWC Wage Orders including, inter alia, IWC Wage Orders 4-2001 and 16-2001, for misclassification, failure to pay minimum wages, wages, and overtime premiums, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicated on the aforementioned Labor Code violations.

"Released Parties" means Defendants, and their present and former parent companies, subsidiaries, divisions, affiliates, and expressly including Goodfellow Civil Corp., and each of their shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other individual or entity that could be liable for any of the Released Claims.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to forty percent (40%) of the Gross Settlement Amount (i.e., an amount of up to $135,000.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars ($20,000.00) ("Litigation Costs") (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, Aggrieved Employees and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Hundred Dollars ($10,000.00) ("Service Payment"), in recognition of his services in connection with the Action and his broader individual release and waiver of claims. The Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars ($7,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendants are expected to fund the Gross Settlement Amount and fund the amounts necessary to fully pay their share of payroll taxes within twenty-one (21) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur no within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

"Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. If no objections are submitted, the Judgment is final on the day the Court enters Judgment; if an objection is submitted and not withdrawn, then the Judgment is final sixty (60) days after the Judgment is entered without an appeal being filed or if a timely appeal from the Judgment is filed, the day after the appellate court confirms the Judgment and issues a remittitur.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Raymond Herrera v. Goodfellow Bros. California, LLC, et al.,* Alameda County Superior Court, Case No. 24CV081417); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a clear written statement that you seek to be excluded from the Class Settlement; and (d) submit your request by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

Phoenix Settlement Administrators
[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the Action (*Raymond Herrera v. Goodfellow Bros. California, LLC, et al.,* Alameda County Superior Court, Case No. 24CV081417); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a written statement of all grounds for your objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 20 of the Superior Court of California for the County of Alameda, located at René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, on **<<date>>**, at **<<time>>**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Service Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: https://www.alameda.courts.ca.gov/general-information/remote-appearances.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: https://www.alameda.courts.ca.gov/.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 1225 Fallon Street, Oakland, California 94612, during business hours, or online by visiting the following website: https://eportal.alameda.courts.ca.gov/?q=node/387, logging in by putting your email and password in the textboxes that accompany "E-mail*" and "Password,*" respectively, and clicking "Log In". If you do not have an account, an account can be made by clicking "Create new account" and following the subsequent instructions. Subsequently, type in the case number "24CV081417" into the textbox that accompanies "Case Number*" and click "Search."

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Alameda 09/23/2026 Chad Finke, Executive Officer / Clerk of the Court By: D. Kinney Deputy D. Kinney
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	
PLAINTIFF/PETITIONER: Raymond Herrera	
DEFENDANT/RESPONDENT: Goodfellow Bros. California, LLC, a California limited liability company et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV081417

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [RENEWED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Arby Aiwazian
LAWYERS for JUSTICE, PC
aa@calljustice.com

MICHAEL Y. HSUEH
JACKSON LEWIS P.C.
michael.hsueh@jacksonlewis.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 09/23/2026

By:

D. Kinney, Deputy Clerk

CERTIFICATE OF ELECTRONIC SERVICE
CODE OF CIVIL PROCEDURE 1010.6

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Raymond Herrera Plaintiff/Petitioner(s) vs. Goodfellow Bros. California, LLC, a California limited liability company et al Defendant/Respondent (s)	No. 24CV081417 Date: 09/10/2026 Time: 3:00 PM Dept: 20 Judge: Thomas Eagle Weathers ORDER Case Management Conference; Hearing on Motion - Other Motion for Preliminary Approval of Settlement; filed by Raymond Herrera (Plaintiff) CRS# 081594949801

Amended on 09/10/2026 5:02 PM

The Motion for Preliminary Approval of Settlement filed by Raymond Herrera on 06/26/2026 is Denied.

Plaintiff Raymond Herrera's Motion for Preliminary Approval of Class Action and PAGA Settlement is DENIED.

On March 18, 2026, the Court denied Plaintiff's motion for preliminary approval of class action and PAGA settlement, noting several deficiencies precluding approval. (3/18/26 Order.) The Court noted issues regarding the typicality of the class; inconsistent information regarding Plaintiff's employment status; an unsupported request for a service payment to Plaintiff; the absence of facts establishing the fairness and reasonableness of the settlement amount; an inappropriate cy pres beneficiary; and the discrepancy between the expanded class claims asserted in an amended pleading and claims asserted in the PAGA Notice. (Id.)

Plaintiff states that based upon the 3/18/26 Order, the parties met and conferred, negotiated, and executed the First Amended Class Action and PAGA Settlement Agreement, attached as Exhibit 2 to the Slinger Declaration ("Amended Settlement")

Notwithstanding the amendments, the Amended Settlement remains deficient.

Plaintiff requests provisional certification of the following class: "all current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers," who worked for any of the Defendants within the State of California and held non-unionized positions at any time during the Class Period." (Amended Settlement ¶ 1.5.)

The defined class combines individuals who do not appear to be similarly situated such that the proposed class does not meet the typicality or ascertainability requirement because the class includes both hourly-paid or non-exempt employees, and all salaried dispatchers. (Martinez v. Joe's Crab Shack Holdings (2014) 231 Cal.App.4th 362, 375 [test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct].) The Amended Settlement fails to explain how the different types of employees have suffered the same or similar injury. Nor does the Amended Settlement provide for any sub-class although the original complaint identified sub-groups.

In addition, the motion provides contradictory information as to Plaintiff's status such that it has not been established that he can serve as a representative for either component of the proposed class. In the PAGA Notice attached as Exhibit 1 to the Slinger Declaration, it states that, "Goodfellow Bros employed Mr. Herrera as a salaried employee misclassified as 'exempt' in the State of California, from approximately July 2022 to approximately December 2023." However, Mr. Herrera's sworn declaration states that he was employed by Defendants "as a salaried dispatcher who was also paid, in part, as an hourly-paid, non-exempt employee." (Herrera Decl. ¶ 2.) The motion fails to provide any explanation for these discrepancies. As such, it is unclear whether Plaintiff's interests are aligned with the objectives of some or all of those purports to represent. At best, Plaintiff may only represent one subgroup of the class while the other subgroup is not represented, and it is unclear which subgroup he could even potentially represent.

Further, the Amended Settlement is unchanged and requests a $10,000 service payment to Plaintiff. (Amended Settlement ¶ 3.2.1.) In determining whether to make an incentive award to induce someone to serve as a class representative, the court may consider (1) the risk, both financial and otherwise, the class representative faced in bringing the suit, (2) the notoriety and personal difficulties encountered by the class representative, (3) the amount of time and effort spent by the class representative, (4) the duration of the litigation, and (5) the personal benefit received by the class representative as a result of the litigation. (Golba v. Dick's Sporting Goods, Inc. (2015) 238 Cal.App.4th 1251, 1272.) A service payment of $10,000 remains unsupported by Plaintiff's declaration, which appears similar to the declaration previously submitted by Plaintiff in support of the prior motion.

The gross settlement amount is $337,500. (Amended Settlement ¶ 1.20.) However, the motion is devoid of information regarding the expected settlement payments to be paid class members or aggrieved employees.

Class counsel requests 40% of the gross settlement amount. This court's benchmark for fees is 30% of a total fund although every case is individually reviewed. (Laffitte v. Robert Half

Amended on 09/10/2026 5:02 PM

Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 n. 11.) Any final determinations regarding fees will occur at a later juncture as appropriate.

While the instant motion was pending, Plaintiff filed a First Amended Complaint to add a number of class claims. To the extent this expands on claims that were initially asserted in the PAGA Notice, Plaintiff fails to explain any discrepancy.

Based upon the foregoing issues, Plaintiff's motion for preliminary approval of settlement is DENIED.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated : 09/10/2026

Thomas Eagle Weathers / Judge

Amended on 09/10/2026 5:02 PM

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Alameda 09/10/2026 Chad Finke, Executive Officer / Clerk of the Court By: Dejmon Kinney Deputy D. Kinney
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	
PLAINTIFF/PETITIONER: Raymond Herrera	
DEFENDANT/RESPONDENT: Goodfellow Bros. California, LLC, a California limited liability company et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV081417

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Case Management Conference; Hearing on Motion - Other Motion for Preliminary Approval of Settlement; filed by Raymond Herrera (Plaintiff) CRS# 081594949801 entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Arby Aiwazian
LAWYERS for JUSTICE, PC
aa@calljustice.com

MICHAEL Y. HSUEH
JACKSON LEWIS P.C.
michael.hsueh@jacksonlewis.com

Amended on 09/10/2026 5:02 PM

Chad Finke, Executive Officer / Clerk of the Court

Dated: 09/10/2026

By: Dejmon Kinney

D. Kinney, Deputy Clerk

CERTIFICATE OF ELECTRONIC SERVICE
CODE OF CIVIL PROCEDURE 1010.6

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 20

JUDICIAL OFFICER: HONORABLE THOMAS EAGLE WEATHERS

Courtroom Clerk: Dazimon Kinney CSR: None

24CV081417 September 10, 2026
3:00 PM

HERRERA
vs
GOODFELLOW BROS. CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, et al.

MINUTES

APPEARANCES:

Plaintiff Raymond Herrera represented by Alborz Javaheri appearing for Arby Aiwazian via virtual conference.
Defendant Goodfellow Bros. California, LLC, a California limited liability company represented by Diana Han appearing for MICHAEL Y. HSUEH via virtual conference.
Defendant Goodfellow Bros. LLC, a Washington limited liability company represented by Diana Han appearing for MICHAEL Y. HSUEH via virtual conference.

NATURE OF PROCEEDINGS: Case Management Conference; Hearing on Motion - Other Motion for Preliminary Approval of Settlement; filed by Raymond Herrera (Plaintiff) CRS# 081594949801

The Motion for Preliminary Approval of Settlement filed by Raymond Herrera on 06/26/2026 is Denied.

Plaintiff Raymond Herrera's Motion for Preliminary Approval of Class Action and PAGA Settlement is DENIED.

On March 18, 2026, the Court denied Plaintiff's motion for preliminary approval of class action and PAGA settlement, noting several deficiencies precluding approval. (3/18/26 Order.) The Court noted issues regarding the typicality of the class; inconsistent information regarding Plaintiff's employment status; an unsupported request for a service payment to Plaintiff; the absence of facts establishing the fairness and reasonableness of the settlement amount; an inappropriate cy pres beneficiary; and the discrepancy between the expanded class claims asserted in an amended pleading and claims asserted in the PAGA Notice. (Id.)

Plaintiff states that based upon the 3/18/26 Order, the parties met and conferred, negotiated, and executed the First Amended Class Action and PAGA Settlement Agreement, attached as Exhibit 2 to the Slinger Declaration ("Amended Settlement")

Notwithstanding the amendments, the Amended Settlement remains deficient.

Amended on 09/10/2026 5:02 PM

Plaintiff requests provisional certification of the following class: "all current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers," who worked for any of the Defendants within the State of California and held non-unionized positions at any time during the Class Period." (Amended Settlement ¶ 1.5.)

The defined class combines individuals who do not appear to be similarly situated such that the proposed class does not meet the typicality or ascertainability requirement because the class includes both hourly-paid or non-exempt employees, and all salaried dispatchers. (Martinez v. Joe's Crab Shack Holdings (2014) 231 Cal.App.4th 362, 375 [test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct].) The Amended Settlement fails to explain how the different types of employees have suffered the same or similar injury. Nor does the Amended Settlement provide for any sub-class although the original complaint identified sub-groups.

In addition, the motion provides contradictory information as to Plaintiff's status such that it has not been established that he can serve as a representative for either component of the proposed class. In the PAGA Notice attached as Exhibit 1 to the Slinger Declaration, it states that, "Goodfellow Bros employed Mr. Herrera as a salaried employee misclassified as 'exempt' in the State of California, from approximately July 2022 to approximately December 2023." However, Mr. Herrera's sworn declaration states that he was employed by Defendants "as a salaried dispatcher who was also paid, in part, as an hourly-paid, non-exempt employee." (Herrera Decl. ¶ 2.) The motion fails to provide any explanation for these discrepancies. As such, it is unclear whether Plaintiff's interests are aligned with the objectives of some or all of those purports to represent. At best, Plaintiff may only represent one subgroup of the class while the other subgroup is not represented, and it is unclear which subgroup he could even potentially represent.

Further, the Amended Settlement is unchanged and requests a $10,000 service payment to Plaintiff. (Amended Settlement ¶ 3.2.1.) In determining whether to make an incentive award to induce someone to serve as a class representative, the court may consider (1) the risk, both financial and otherwise, the class representative faced in bringing the suit, (2) the notoriety and personal difficulties encountered by the class representative, (3) the amount of time and effort spent by the class representative, (4) the duration of the litigation, and (5) the personal benefit received by the class representative as a result of the litigation. (Golba v. Dick's Sporting Goods, Inc. (2015) 238 Cal.App.4th 1251, 1272.) A service payment of $10,000 remains unsupported by Plaintiff's declaration, which appears similar to the declaration previously submitted by Plaintiff in support of the prior motion.

The gross settlement amount is $337,500. (Amended Settlement ¶ 1.20.) However, the motion is devoid of information regarding the expected settlement payments to be paid class members or aggrieved employees.

Class counsel requests 40% of the gross settlement amount. This court's benchmark for fees is 30% of a total fund although every case is individually reviewed. (Laffitte v. Robert Half

Amended on 09/10/2026 5:02 PM

Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 n. 11.) Any final determinations regarding fees will occur at a later juncture as appropriate.

While the instant motion was pending, Plaintiff filed a First Amended Complaint to add a number of class claims. To the extent this expands on claims that were initially asserted in the PAGA Notice, Plaintiff fails to explain any discrepancy.

Based upon the foregoing issues, Plaintiff's motion for preliminary approval of settlement is DENIED.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dejimon Kinney

By: D. Kinney, Deputy Clerk

Minutes of: 09/10/2026
Entered on: 09/10/2026

Amended on 09/10/2026 5:02 PM

EXHIBIT 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 20

JUDICIAL OFFICER: HONORABLE THOMAS EAGLE WEATHERS

Courtroom Clerk: Dazimon Kinney CSR: None

24CV081417 September 10, 2026
3:00 PM

HERRERA
vs
GOODFELLOW BROS. CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, et al.

AMENDED MINUTES

APPEARANCES:

Plaintiff Raymond Herrera represented by Alborz Javaheri appearing for Arby Aiwazian via virtual conference.
Defendant Goodfellow Bros. California, LLC, a California limited liability company represented by Diana Han appearing for MICHAEL Y. HSUEH via virtual conference.
Defendant Goodfellow Bros. LLC, a Washington limited liability company represented by Diana Han appearing for MICHAEL Y. HSUEH via virtual conference.

NATURE OF PROCEEDINGS: Case Management Conference; Hearing on Motion - Other Motion for Preliminary Approval of Settlement; filed by Raymond Herrera (Plaintiff) CRS# 081594949801

The Court takes the Hearing on Motion - Other Motion for Preliminary Approval of Settlement; filed by Raymond Herrera (Plaintiff) CRS# 081594949801 under submission.

Dazimon Kinney

By: D. Kinney, Deputy Clerk
Minutes of: 09/10/2026
Entered on: 09/10/2026

EXHIBIT 5

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Raymond Herrera Plaintiff/Petitioner(s) vs. Goodfellow Bros. California, LLC, a California limited liability company et al Defendant/Respondent (s)	No. 24CV081417 Date: 09/11/2026 Time: 4:58 PM Dept: 20 Judge: Thomas Eagle Weathers

ORDER Ruling on Submitted Matter

Plaintiff Raymond Herrera's Renewed Motion for Preliminary Approval of Class Action and PAGA Settlement came on regularly for hearing on September 10, 2026. Prior to the hearing, the Court posted a tentative ruling, which was timely contested by Plaintiff. Alborz Javaheri appeared on behalf of Plaintiff, and Diana Han appeared on behalf of Defendant. Having considered the parties' written submissions and oral arguments, the Court declines to adopt its tentative ruling and now rules as follows.

Plaintiff Raymond Herrera's Motion for Preliminary Approval of Class Action and PAGA Settlement is GRANTED.

Plaintiff Raymond Herrera ("Plaintiff") initiated this action on June 26, 2024 against Defendants Goodfellow Bros. California, LLC and Goodfellow Bros. LLC (collectively, "Goodfellow"). The operative First Amended Complaint ("FAC") filed on March 5, 2026, alleges various Labor Code violations including violation of the Private Attorneys General Act ("PAGA"), both individually and on behalf of other members of the public similarly situated and on behalf of other aggrieved employees pursuant to PAGA. There are approximately 88 Class Members. (Slinger Decl. ¶ 20.)

The parties participated in mediation with Hon. Peter Wilson (Ret.) on April 16, 2025. (Slinger Decl. ¶ 16.) The parties reached a settlement after continued negotiation. (Id.)

Plaintiff initially moved for approval of the settlement, which the Court denied on March 18, 2026. (Slinger Decl. ¶ 11.) The parties further met and conferred, negotiated, and executed a First Amended Class Action and PAGA Settlement Agreement. (Id., ¶ 12, Exh. 2 ("Amended Settlement.")

The case settled for $337,500. (Amended Settlement ¶¶ 1.20, 3.1.) Plaintiff's counsel requests attorneys' fees of 40% ($135,000) and costs not to exceed $20,000. (Amended Settlement ¶ 3.2.2.) The Settlement further provides for a Class Representative Service Payment to Plaintiff of not more than $10,000; PAGA penalties of $33,750; and settlement administrator costs not to exceed $7,000. (Amended Settlement ¶¶ 3.2.1, 3.2.3, 3.2.4.)

After expenses, individual settlement shares will be calculated by the settlement administrator by

dividing the net settlement amount by the total number of work weeks worked by all class members, then multiply each class member's individual work weeks by the total work week. (Amended Settlement ¶ 3.2.5.) Individual PAGA payments will be calculated and apportioned by dividing the aggrieved employees payment ($8,437.50) by PAGA pay periods worked by all aggrieved employees during the PAGA period, then multiplying that amount by the number of PAGA pay periods worked by each individual aggrieved employee during the PAGA period. (Amended Settlement ¶ 3.2.6.) The PAGA period is April 19, 2023 through August 23, 2025. (Amended Settlement ¶ 1.34.)

The proposed Notice of Class Action Settlement, attached as Exhibit A to the Amended Settlement, and procedure are adequate.

The proposed procedures to request exclusion/opt out and objections to the Settlement Agreement are adequate. (Amended Settlement ¶¶ 7.5 – 7.7.)

The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116 for approval of the class settlement.

The scope of the release for the class is appropriate. (Amended Settlement ¶ 5.2.) The Amended Settlement limits Plaintiff's and all participating class members' release to the released class claims. (Id.) The release of claims by the class is limited by the "factual predicate rule" to those claims. (Hesse v. Sprint Corp. (9th Cir. 2010) 598 F.3d 581, 590.) The parties have separated the release of class claims and the release of PAGA claims by Plaintiff and the State of California. (Amended Settlement ¶¶ 5.2-5.3.)

Plaintiff alleges that he and other class members and aggrieved employees worked over 8 hours in a day, 40 hours in a week, and/or six consecutive days in a workweek during their employment with Goodfellow. (FAC ¶ 35.) Plaintiff alleges that Goodfellow failed to compensate Plaintiff, other class members and aggrieved employees for all reporting time pay. (Id. ¶ 36.) Plaintiff further alleges that Goodfellow failed to properly pay the regular rate of pay when calculating sick time pay. (Id. ¶ 37.) Plaintiff states in his declaration that Goodfellow did not properly compensate their employees for all hours worked, non-compliant meal and rest breaks, and failed to reimburse expenses. (Herrera Decl. ¶ 2.)

Unpaid and/or unclaimed settlement amounts shall be paid to the Katherine and George Alexander Community Law Center. (Amended Settlement ¶ 4.4.3.)

The Court will not approve the amount of attorneys' fees and costs until the final approval hearing. The Court cannot award attorneys' fees without reviewing information about counsel's hourly rate and time spent on the case. (Robbins v. Alibrandi (2005) 127 Cal.App.4th 438, 450-451.)

The Court will not decide the amount of the service award until the final approval hearing. Plaintiff must provide evidence regarding the nature of his participation as class representative, including a description of specific actions, and the amount of time committed to the prosecution of the case. (Clark v. American Residential Services, LLC (2009) 175 Cal.App.4th 785, 804-807.) The Court is inclined to grant $7,500 as a service award.

The Court ORDERS that 10% of any fee award be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after completion of the distribution process and the expiration of the time to cash checks for counsel for Plaintiff and the administrator, to comply with C.C.P. § 384(b) and to submit a summary accounting as to how the funds have been distributed to the class members, aggrieved employees, and the status of any unresolved issues. If the distribution is completed, the Court will at that time release any hold-back of attorney fees.

The Court will execute the renewed proposed order submitted with the moving papers on June 26, 2026.

Pursuant to the Order, a Final Approval Hearing shall be set for April 21, 2027 at 3:00 PM in Dept. 20. Plaintiff shall obtain a reservation hearing for this date; if the date is unavailable, Plaintiff shall contact the clerk of Dept. 20 for assistance. The motion for final approval shall be filed no later than March 25, 2027.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated : 09/11/2026

Thomas Eagle Weathers / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Alameda 09/11/2026 Chad Finke, Executive Officer / Clerk of the Court By: D. Kinney Deputy D. Kinney
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	
PLAINTIFF/PETITIONER: Raymond Herrera	
DEFENDANT/RESPONDENT: Goodfellow Bros. California, LLC, a California limited liability company et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV081417

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Ruling on Submitted Matter entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Arby Aiwazian
LAWYERS for JUSTICE, PC
aa@calljustice.com

MICHAEL Y. HSUEH
JACKSON LEWIS P.C.
michael.hsueh@jacksonlewis.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 09/11/2026

By:

D. Kinney, Deputy Clerk

CERTIFICATE OF ELECTRONIC SERVICE
CODE OF CIVIL PROCEDURE 1010.6

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On October 6, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Michael Hsueh (Michael.Hsueh@jacksonlewis.com)
Sean Bothamley (Sean.Bothamley@jacksonlewis.com)
Diana Han (Diana.Han@jacksonlewis.com)
JACKSON LEWIS PC
160 W. Santa Clara Street, Suite 400
San Jose, CA 95112

Additional Service Emails: Maria.Patterson@jacksonlewis.com; Valynn.Castro@jacksonlewis.com

Attorneys for Defendants Goodfellow Bros. California, LLC, et al.

[X] BY E-MAIL
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 6, 2026, at Arcadia, California.

Bianca Balentine