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on behalf of himself and all others similarly situated

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

CAMERON CATO, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

PURPLE COMFORT INNOVATION, LLC
d/b/a “Purple Innovation, LLC,” a Delaware
limited liability company; and Does 1 to 50,
inclusive,

Defendant.

CLASS ACTION

Case No. 24CV084548

Honorable Karin Schwartz
Department 20

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 1, 2026
Time: 3:00 p.m.
Dept.: 20
Reservation Number: **288830245770**

Action filed: July 24, 2024
FAC filed: September 30, 2024
Trial Date: Not set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On July 1, 2026, the Court conducted a hearing on the unopposed Motion for Preliminary
3 Approval of Class Action and PAGA Settlement Agreement filed by named Plaintiff Dominic
4 Davis (“Plaintiff”) on behalf of himself and all others similarly situated.

5 The Court has reviewed and considered the Memorandum of Points and Authorities in
6 support of the Motion, the Declaration of Counsel and the exhibits thereto, including the Class
7 Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) between
8 Plaintiff and Defendant Purple Comfort Innovation LLC d/b/a Purple Innovation, LLC
9 (“Defendant”) (Plaintiff and Defendant shall be referred to collectively as the “Parties”).

10 This Order hereby incorporates by reference the definitions in the Settlement Agreement
11 as though fully set forth herein, and all terms used herein shall have the same meaning as set
12 forth in the Settlement Agreement.

13 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
14 **MAKES THE FOLLOWING FINDINGS:**

15 1. The Court finds on a preliminary basis that the proposed Settlement falls within
16 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
17 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
18 the requirements for preliminary approval, subject only to any objections that may be raised
19 before or at the Final Fairness and Approval Hearing. It appears to the Court that the
20 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when
21 balanced against the probable outcome of further litigation, given the risks relating to liability
22 and damages. It further appears that extensive investigation and research have been conducted
23 such that counsel for the Parties at this time are reasonably able to evaluate their respective
24 positions. It further appears to the Court that the Settlement at this time would avoid substantial
25 additional costs by all Parties, as well as the delay and risks that would be presented by the
26 further prosecution of the Action. It appears the Settlement has been reached as a result of
27 intensive, arm’s-length negotiations utilizing an experienced third-party neutral.

28 2. The Court further finds, for settlement purposes only, that the requirements of

1 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
2 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
3 described in the Motion for Preliminary Approval and Settlement Agreement:

4 “All persons employed by Defendant in California as non-exempt employees at any
5 point from July 24, 2020, through June 3, 2025 (“Class Period”).”

6 3. The Court further finds the PAGA allocation in the Settlement Agreement is fair,
7 adequate and reasonable, and approved the following representative group of Aggrieved
8 Employees as governed by the Settlement Agreement with respect to the representative PAGA
9 claim:

10 “A person employed by Defendant in California and classified as a non-exempt
11 employee who worked for Defendant during the PAGA Period (defined as July 27, 2023,
12 through June 3, 2025).”

13 4. The Court further finds that the moving papers presented for the Court’s review
14 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
15 options available to the Class, including the ability of the Class Members to opt-out or submit a
16 Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or
17 receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do
18 nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.
19 Plaintiff has submitted to the Court a proposed Class Notice.

20 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

21 1. The Court hereby preliminarily approves the proposed Settlement upon the
22 terms, conditions, and all release language set forth in the Settlement Agreement.

23 2. The Court conditionally certifies and approves, for settlement purposes only, the
24 Class described above.

25 3. For the purposes of this Settlement, Emil Davtyan, David Yeremian, Vanessa M.
26 Ruggles, Enoch J. Kim, Marta Manus, and the other attorneys of D.Law, Inc. (“Class Counsel”) are hereby preliminarily appointed as Class Counsel and shall represent the Class Members in
27 this Action.
28

1 4. For the purposes of this Settlement, Plaintiff Cameron Cato is hereby
2 preliminarily appointed as the Class Representative for the Class.

3 5. The Court preliminarily appoints Rust Consulting, Inc. as the Administrator. The
4 procedures for paying the Administration Expense Payment, as set forth in the Settlement
5 Agreement, are approved. Rust Consulting, Inc. is directed to perform all responsibilities of the
6 Administrator as set forth in the Settlement Agreement. Once entered, Rust Consulting, Inc.,
7 will also post the Judgment in this matter on its website.

8 6. The Court hereby preliminarily approves, as to form and content, the Class
9 Notice, attached as Exhibit A to the Settlement Agreement, which is attached as Exhibit 1 to the
10 Declaration of Marta Manus in Support of Plaintiff's Motion for Preliminary Approval of Class
11 Action and PAGA Settlement. The Class Notice will be translated into Spanish. The Class
12 Notice is also attached hereto as **Exhibit 1**.

13 7. The Court finds that the dates and procedure for mailing and distributing the
14 Class Notice in the manner set forth in Paragraph 8 of this Order meet the requirements of due
15 process and are the best notice practicable under the circumstances and shall constitute due and
16 sufficient notice to all persons entitled thereto.

17 8. The Court directs the mailing of the Court-approved Class Notice via first class
18 mail to the Class Members in accordance with the schedule and procedures set forth in the
19 Settlement Agreement.

- 20 a. Within fifteen (15) calendar days of the date of preliminary approval of this
21 Settlement, Defendant shall provide to the Administrator the Class Data; and
22 b. Within fifteen (15) calendar days of receiving the Class Data from
23 Defendant, the Administrator shall mail by First-Class United States mail the
24 Class Notice to each Class Member. The Administrator shall conduct a
25 National Change of Address database search before mailing and will also use
26 the most recent address available to the Administrator for mail delivery. Any
27 returned mail with a forwarding address from the U.S. Postal Service shall be
28 promptly re-mailed to the new address. The Administrator shall perform a

1 skip trace search for a new address for any returned mail without a
2 forwarding address.

3 9. The procedures for Class Members to opt-out by submitting a Request for
4 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time
5 for Class Members to submit a Request for Exclusion shall be forty-five (45) days after the date
6 of the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if
7 the Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
8 Class Member.

9 10. The procedures for Class Members to object to the Settlement, as set forth in the
10 Class Notice and Settlement Agreement, are approved. The time for Class Members to object to
11 the Settlement shall be forty-five (45) days after the date of the first mailing of the Class
12 Notices. This date shall be extended by fourteen (14) calendar dates if the Class Notice is
13 returned as undeliverable and remailed to a correct or forwarding address of a Class Member.
14 Class Members may appear at the Final Approval Hearing, on their own or through a counsel
15 retained at their expense, to present their objection, whether or not they submitted a prior written
16 objection as provided in the Settlement Agreement.

17 11. The procedures for Class Members to dispute the number of Workweeks and/or
18 PAGA Pay Periods worked, as set forth in the Class Notice and Settlement Agreement, are
19 approved. The time for Class Members to submit a Workweek and or PAGA Pay Period dispute
20 shall be forty-five (45) days after the date of the first mailing of the Class Notices. This date
21 shall be extended by fourteen (14) calendar dates if the Class Notice is returned as undeliverable
22 and then remailed to a correct or forwarding address of a Class Member.

23 12. The Court hereby preliminarily approves the definition and disposition of the
24 Gross Settlement Amount as that term is defined in the Settlement Agreement as well as the
25 non-monetary relief provided in the Settlement Agreement. The Court preliminarily approves
26 the distribution of the Gross Settlement Amount; all subject to the Court's final approval of the
27 Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval,
28 Defendants shall be required to pay only the Gross Settlement Amount in the total amount of

\$390,000 plus the employer's share of taxes due as a result of this Settlement on a non-reversionary basis that covers all payments to Class Members. Additional proposed disbursements are as follows:

Class Counsels' Fees	Up \$130,000 (1/3 of the Gross Settlement Amount)
Class Counsels' costs for actual expenses incurred	Up to \$25,000 as verified by Class Counsel and approved by the Court
Administration Expenses Payment	Not to exceed \$10,492
Class Representative Service Payment	Up to \$12,500 to Plaintiff Cameron Cato
PAGA Penalties	\$39,000 (\$25,350 to LWDA; \$13,650 to Aggrieved Employees)

13. A Final Approval Hearing (the "Hearing") shall be held on _____, at _____ in Department 20 of the Alameda County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representative's Service Payment requested for the Class Representative and amount to be awarded; and (d) order entry of Judgment in the Class Action, which shall constitute a complete release and bar with respect to the Released Class Claims and Released PAGA Claims.

14. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys' fees and costs, including any costs associated with or incurred by the Administrator, at least sixteen (16) court days before the Final Approval Hearing.

15. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further

1 applications arising out of or connected with the proposed Settlement. However, Class Counsel
2 or the Administrator will give notice to any objecting party of any continuance of the Final
3 Approval Hearing.

4 16. All further proceedings in this Action shall be stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 17. In the event: (i) the Court does not finally approve the Settlement as
7 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
8 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
9 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
10 Settlement does not become final for any other reason, the Settlement and any related Class
11 shall be null and void and any order or judgment entered by this Court in furtherance of the
12 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
13 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
14 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
15 in all respects as if no Class had been certified and the Settlement Agreement had not been
16 executed.

17 18. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
18 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
19 with the negotiation, execution or implementation of the Settlement, shall be admissible in
20 evidence for any reason except as provided in the Settlement Agreement and all amendments
21 thereto. The Court has made no findings on the merits, and the Defendant has denied all of the
22 allegations in the operative complaint.

23 19. The Court hereby preliminarily approves the PAGA portion of the settlement.

24 20. The Court reserves exclusive and continuing jurisdiction over the Action, the
25 Class Representative, the Class Members, and Defendant for purposes of supervising the
26 implementation, enforcement, construction, administration, and interpretation of the Settlement
27 Agreement pursuant to Code of Civil Procedure section 664.6.

28 21. The Court hereby orders the Parties and the Administrator to carry out their

1 duties and obligations in accordance with the terms of the Settlement Agreement.

2 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

3
4 Dated: _____

Honorable Karin Schwartz
Judge of the Superior Court

EXHIBIT 1

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

Cameron Cato v. Purple Comfort Innovation, LLC dba "Purple Innovation, LLC"
Alameda County Superior Court of California – Case No. 24CV084548

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Purple Innovation, LLC ("Defendant" or "Purple" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Purple employee Cameron Cato ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of non-exempt employees ("Class Members") who worked for Purple during the Class Period (July 24, 2020, to June 3, 2025) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for Defendant during the PAGA Period (July 27, 2023, through June 3, 2025.) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. 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 and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED],	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____,	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____, 2026, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2026. 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 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____,	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one calendar day during the Class Period and how many PAGA Periods you worked at least one calendar day during the PAGA Period. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 5 of this Notice.

2. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Purple employee. The Action accuses Defendant of violating California labor laws by: (1) Failure to Pay All Wages; (2) Failure to Pay All Wages at the Legal Overtime Pay Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure to Fully Reimburse Work Expenses; (6) Derivative Failure To Timely Furnish Accurate Itemized Wage Statements; (7) Independent Failure To Timely Furnish Accurate Itemized Wage Statements; (8) Violations of Labor Code sections 201-202; and (9) Unfair Business Practices. Based on the same claims, as well as a claim for suitable seating, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698, et seq.). Plaintiff is represented by attorneys in the Action: Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa M. Ruggles, Esq.,

Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc. (“Class Counsel”).

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

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

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

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end 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 Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant 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) Defendant 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) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$390,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s 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, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$130,000 (one-third of the Gross Settlement to Class Counsel for

attorneys' fees) and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$12,500 as a Class Representative Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$10,492 to the Administrator for services administering the Settlement.
- D. Up to \$39,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved 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 Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties 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 1099 Forms.

Although Plaintiff and Defendant 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 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 your name. 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.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify

the Administrator in writing, not later than _____, 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. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA Portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (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 10** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other of the related Released Parties as defined the Agreement for damages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including any and all claims involving any alleged: (1) Failure to Pay All Wages; (2) Failure to Pay All Wages at the Legal Overtime Pay Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5)

Failure to Fully Reimburse Work Expenses; (6) Derivative Failure To Timely Furnish Accurate Itemized Wage Statements; (7) Independent Failure To Timely Furnish Accurate Itemized Wage Statements; (8) Violations of Labor Code §§ 201-202; and (9) Unfair Business Practices. Except as set forth in Section 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant and other related Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint including any and all claims involving any alleged: (1) Failure to Pay All Wages; (2) Failure to Pay All Wages at the Legal Overtime Pay Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure to Fully Reimburse Work Expenses; (6) Derivative Failure To Timely Furnish Accurate Itemized Wage Statements; (7) Independent Failure To Timely Furnish Accurate Itemized Wage Statements; (8) Violations of Labor Code §§ 201-202; and (9) Failure to Provide Suitable Seating.

5. 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 \$13,650 (35%) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class 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 _____, 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. 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 doesn't opt-out) including those who also qualify as Aggrieved 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 Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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.

7. 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 *Cameron Cato v. Purple Comfort Innovation, LLC dba "Purple Innovation, LLC,"* 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 _____, or it will be invalid.** Section 10 of the Notice has the Administrator's contact information.

8. 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 Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 _____ (url) _____ or the Court's website <https://eportal.alameda.courts.ca.gov/?q=node/388>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award 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 _____.** 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 *Cameron Cato v. Purple Comfort Innovation, LLC dba "Purple Innovation, LLC,"* and include your name, current address, telephone number, and approximate dates of employment for Defendant Purple 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 your 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.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____, 2026, at _____ a.m./p.m. in Department 20 of the Alameda Superior Court – Rene C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can 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 (url) _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant 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 Administrator's website at (url).

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://eportal.alameda.courts.ca.gov/?q=node/388> and entering the Case Number for the Action, Case No. 24CV084548.

Class Counsel:

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Tel.: (424) 320-6420
Email: Gregg@d.law

Settlement Administrator:

Rust Consulting, Inc.

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

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

11. 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 your check is already void you should consult the Unclaimed Property Fund at <https://ucpi.sco.ca.gov/> or (916) 445-5361 for instructions on how to retrieve the funds.

12. WHAT IF I CHANGE MY ADDRESS?

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