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Attorneys for Plaintiff
SARAH THOMAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

SARAH THOMAS, individually, and on behalf of others similarly situated,

Plaintiff,

vs.

RAINTREE SYSTEMS, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2405959

Assigned for all purposes to the Honorable Harold W. Hopp, Dept. 1

NOTICE OF ENTRY OF ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT THEREON

Complaint Filed: October 16, 2024
FAC Filed: December 23, 2024
Trial Date: Not set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on September 28, 2026, the Court in the above-entitled action entered an order Granting Final Approval of Class Action and PAGA Settlement and Entering Judgment Thereon. The Court also set a post-approval final accounting hearing date for November 22, 2027, at 8:30 a.m. in Department 1 of the above-entitled Court. A true and correct copy of the minute order entered by the Court on September 28, 2026, is attached hereto as Exhibit 1.

Dated: October 7, 2026

PARKER & MINNE, LLP

By: _____

S. Emi Minne
Attorneys for Plaintiff

EXHIBIT 1

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SARAH THOMAS

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

SARAH THOMAS, individually, and on behalf of others similarly situated,

Plaintiff,

vs.

RAINTREE SYSTEMS, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2405959

Assigned for all purposes to the Honorable Harold W. Hopp, Dept. 1

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT THEREON

Date: September 28, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: October 16, 2024
FAC Filed: December 23, 2024
Trial Date: Not set

~~[PROPOSED]~~ ORDER

Plaintiff Sarah Thomas' ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came regularly for hearing on September 28, 2026, in Department 1 of the above-entitled Court, the Honorable Harold W. Hopp presiding. The Court, having considered Plaintiff's Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS final approval of the Joint Stipulation of Class Action and PAGA Settlement executed by the Parties on or about December 4, 2025 ("Agreement"), which is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement filed with the Court on August 20, 2026,. The Court finds the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

> All current and former non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the period commencing on October 16, 2020, and ending on November 30, 2025.

4. The Court hereby confirms Plaintiff Sarah Thomas as the Class Representative in the Action.

5. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne, LLP as Class Counsel in the Action.

6. The Court concludes that distribution of the Notice directed to the Class Members as set forth in the Agreement and the other matters set forth therein have been completed in conformity with the Preliminary Approval Order and constituted the best notice practicable under the

circumstances. The Court concludes that the Administrator, Phoenix Settlement Administrators, took all reasonable and necessary steps to locate and notify each Class Member of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class of all material elements of the Settlement and their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law. The notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Court hereby finds the Agreement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court,* 4 Cal.3d 800, 821 (1971).

8. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful informal discovery and investigation by Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members; the extent of investigation and informal discovery completed; the experience and views of Class Counsel; and the absence of objections to the Settlement, as well as other relevant factors.

Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Agreement and the terms and conditions set forth in this Judgment.

9. A full opportunity has been afforded to Class Members to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion from the Settlement ("Participating Class Members") are bound by the Settlement and by this Judgment.

10. The Court hereby finds that there have been zero (0) objections to the Agreement. The deadline for Class Members to submit written objections to the Agreement was July 13, 2026. The Court also finds that there were zero (0) objections at the hearing on Final Approval.

11. The Court hereby finds that zero (0) Class Members have requested to be excluded from the Settlement. The deadline for Class Members to request to be excluded from the Agreement was July 13, 2026. Accordingly, 37 Participating Class Members are bound by this Judgment.

12. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge Released Parties from any and all claims, rights, demands, liabilities, damages, penalties and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative complaint in the Action arising during the Class Period, including the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512 (a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code§ 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201,202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (8) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200, et seq. which are predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802.

13. Upon the complete funding of the Gross Settlement Amount, Plaintiff, on behalf of the LWDA and State of California, shall fully release and discharge the Released Parties from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff, the State of California, and/or the, LWDA had, or may claim to have, against Released Parties, based on the violations alleged in the operative complaint in the Action and/or the PAGA Notice arising during the PAGA Period, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.,* 2800, and 2802.

14. Upon the funding of the Gross Settlement Amount, Plaintiff agrees-on behalf of herself only-to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims, and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to her employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST

IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has or may have that are not waivable by law, including claims for unemployment insurance, disability, social security, workers compensation, and the right to receive benefits under any retirement plan.

15. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court orders Defendant to fund the Gross Settlement Amount of $275,000.00 within thirty (30) calendar days of the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount (and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than fourteen (14) calendar days of the Effective Date.

16. Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties to the Labor and Workforce Development Agency; (d) the Class Representative Enhancement Payment[s]; (e) Class Counsel's Fees and Costs; and (f) Settlement Administration Costs.

17. Pursuant to the terms of the Agreement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of $96,250.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the amount of $21,133.90 from the Gross Settlement Amount. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

18. The Court hereby approves and orders a Class Representative Enhancement Payment of $10,000.00 to Plaintiff Sarah Thomas from the Gross Settlement Amount in accordance with the terms of the Agreement.

19. The Court finds that the settlement of the Released PAGA Claims for $30,000.00, which is designated and allocated as penalties under the California Labor Code Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves allocation and payment of the PAGA Penalties as follows: $19,500.00 (65% of $30,000.00) to the California Labor Workforce Development Agency, and $10,500.00 (35% of $30,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. 100% of the amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS Form-1099.

20. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix Settlement Administrators, in the amount of $4,800.00.

21. The Court hereby approves and orders payment of Individual Class Payments from the Net Settlement Amount to the Participating Class Members and payment of Individual PAGA Payments to PAGA Members on a *pro rata* basis as set forth in the Agreement. The Settlement Administrator shall send a reminder postcard to any Participating Class Members and PAGA Members who do not their Settlement checks within 60 days of mailing.

22. The Court also hereby approves and orders that checks distributed from the Gross Settlement Amount to Participating Class Members and PAGA Members will be negotiable for one hundred eighty (180) calendar days. The Individual Class Payment checks provided to Participating Class Members and Individual PAGA Payment checks provided to PAGA Members shall prominently state the expiration date or a statement that the check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Class Payments and/or Individual PAGA Payment. Expired checks for Individual Class Payments and Individual PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing.

23. Any funds remaining in connection with, and after the cancellation of checks issued to

Participating Class Members and PAGA Members shall be redistributed on a pro-rata basis to those Participating Class Members who timely casher their Individual Class Payment checks and Individual PAGA Payment checks (Redistributed Settlement Payment Checks"). Redistributed Settlement Payment Checks will be valid and negotiable for sixty (60) calendar days from the date of original issuance, and thereafter, shall be cancelled.

24. If any checks mailed to current employees of Defendant are returned to the Settlement Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing address for the returned check, the Settlement Administrator shall arrange with Defendant to have those distributions delivered to the employees at their place of employment.

25. Subject to Court approval, all funds remaining from Redistributed Settlement Payment Checks that remain uncashed more than 60 calendar days after issuance, plus any interest accrued thereon, shall be distributed to Working Wardrobes ("Cy Pres Recipient"). Working Wardrobes is located at 2000 E McFadden Ave, Santa Ana, California 92705. Payment to the Cy Pres Recipient or Alternate Cy Pres Recipient shall be made after the Court enters an order approving the Parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil Procedure section 384, *et seq.*

26. The Settlement Administrator shall ensure any envelope transmitting a settlement distribution to a Participating Class Member shall bear the notation. "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

27. The Settlement Administrator shall mail a reminder postcard to any Participating Class Member whose settlement distribution check has not been negotiated within sixty (60) days after the date of mailing.

28. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

29. A post-approval final accounting hearing shall be held on November 22, 2027, at 8:30 a.m. in Dept. 1 of the above-entitled court, located at 4050 Main Street, Riverside, California, 92501. Class Counsel shall submit a final compliance status report by no later than five (5) court days prior to the post-approval final accounting hearing. Class Counsel shall also submit a copy of this Judgment and the final compliance status report to the Judicial Council at the time of the final accounting. (Cal. Code Civ. Proc § 384.5; Cal. Govt. Code § 68520).

30. Notice of this Order and Judgment shall be posted by the Administrator, Phoenix Settlement Administrators, on its website for a period of at least sixty (60) days.

31. Plaintiff shall submit a notice of entry of this Judgment to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED.

DATED: 9/28/26

By: _____
Honorable Harold W. Hopp
JUDGE OF THE SUPERIOR COURT