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Minerva Castaneda

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF SAN DIEGO**

MINERVA CASTANEDA, 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,

v.

CASA DE LAS CAMPANAS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 37-2021-00022395-CU-OE-CTL

Honorable Gregory W. Pollack
Department C-71

CLASS ACTION**DECLARATION OF DANIELLE L.
GRUPPCHANG IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Unopposed Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class Representative
(Minerva Castaneda); and [Proposed] Order
filed concurrently herewith]

Date: March 10, 2023
Time: 9:30 am
Department: C-71

Complaint Filed: May 20, 2021
FAC Filed: September 23, 2022
Trial Date: None Set

I, Danielle L. GruppChang, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Brock & Gonzales, LLP, attorneys of record for Plaintiff Minerva Castaneda. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. In May of 2016, I graduated from *University of California Hastings College of the Law* with a Juris Doctor degree. While at *University of California Hastings College of the Law*, I competed in negotiation and mediation competitions nationally and internationally. In June of 2013, I obtained a Bachelor of Arts degree in Political Science with a Pre-Law concentration and a Communication Studies minor from *California Polytechnic State University, San Luis Obispo*.

3. In January of 2017, I obtained a license to practice law from the California State Bar. From approximately April 2017 to approximately April 2021, I was employed by the law firm of *Lawyers for Justice, PC*.

4. At *Lawyers for Justice PC*, my practice focused on entirely on wage and hour class actions. While employed by *Lawyers for Justice, PC*, I argued approximately 50 motions, took or defended depositions, was involved in the settlement of approximately 100 class and/or PAGA actions, and was personally appointed class counsel in multiple class actions.

5. In 2005, D. Aaron Brock graduated from *Loyola Law School, Los Angeles* with a Juris Doctor degree. During law school, Brock was an extern in the United States Federal District Court. In 2002, Brock graduated from *Loyola Marymount University* with a Bachelor of Arts degree in History.

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7. Throughout his career, Brock has represented thousands of individuals in employment and personal injury cases. He has acted as trial counsel in multiple cases to verdict, including a trial which resulted in the largest wrongful termination verdict ever granted in Tulare County Superior Court. Brock has taken and defended over 1,000 depositions of plaintiffs, defendants, and expert witnesses, argued a large volume and variety of motions, including over 100 motions for summary judgment, and attended more than 400 mediations, early neutral evaluations, and mandatory settlement conferences. Brock has been acknowledged as a Southern California Super Lawyer Rising Star for 12 years and as a Super Lawyer for 2 years. Brock has recovered millions of dollars in verdicts and settlements for his clients.

8. Since its inception, in or around July 2016, Brock & Gonzales, LLP has almost exclusively focused on the prosecution of plaintiff-side employment cases as well as personal injury cases. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in the State of California. Our firm has successfully litigated numerous cases involving the wage and hour law in California. During this time, we have recovered millions of dollars on behalf of thousands of employees in California.

9. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation Re: Class Action and Representative Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff Minerva Castaneda (“Plaintiff”), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Casa de las Campanas, Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action and PAGA Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit

1 A” and respectfully request that the Court approve it as well.

2 10. Based on information provided by Defendant, the Class is estimated to consist of
3 approximately 900 individuals.

4 11. The effectiveness of Brock & Gonzales, (“Class Counsel”) in prosecuting this matter
5 has translated into tangible monetary benefits for the Class Members and Aggrieved Employees
6 in the following respects: (1) Class Members and Aggrieved Employees recover over a reasonably
7 short period of time as opposed to waiting additional years for the same, or possibly worse, result;
8 (2) a guaranteed result that compares favorably with other similar class action settlements of this
9 type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel’s
10 fees and/or costs that would have only increased significantly had the case progressed through
11 certification, trial, and/or appeals.

12 12. Class Counsel has litigated the case for over one and one half years, and was actively
13 preparing the matter for class certification and trial. The Parties have engaged in extensive
14 settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey
15 Krivis, a well-respected mediator experienced in mediating complex labor and employment
16 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class
17 information and engaged in an extensive discussion regarding their evaluations of the case and
18 various aspects of the case, including but not limited to, the risks and delays of further litigation,
19 the risks to the Parties of proceeding with class certification and/or representative adjudication,
20 the law relating to off-the-clock theory, meal and rest periods, arbitration agreements, PAGA
21 representative actions, and wage-and-hour enforcement, as well as the evidence produced and
22 analyzed, and the possibility of appeals, among other things. During all settlement discussions,
23 the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a
24 settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly
25 about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel
26 believed that they would be able to obtain class certification and prevail at trial. After conducting
27 investigations, formal and informal discovery, and exchange of information, extensive settlement
28 negotiations, and with the aid of the mediator, the Parties have agreed that the matter is well-suited

1 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
2 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
3 adequate resolution of the Class Released Claims of Plaintiff and Participating Class Members and
4 PAGA Released Claims of the Aggrieved Employees, against the Released Parties.

5 13. The Parties used the pre-mediation time to investigate the veracity, strength, and
6 scope of the claims, and Class Counsel were preparing the action for class certification and trial.
7 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
8 informal discovery regarding the facts of the case, including and not limited to, the exchange,
9 review, and analysis of thousands of pages of documents and data obtained from Defendant and
10 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
11 Defendant. The volume of data and documents that Class Counsel reviewed and analyzed included
12 and was not limited to: Plaintiff and other Class Members' employment records, a detailed
13 sampling of Class Members' time and pay data (including but not limited to Time Details and
14 statements of earnings), exemplar documents (such as pay slips, statements of earnings, timecards,
15 wage statements, payroll record schedules, multiple employee handbooks, forms (such as
16 employment applications, tax forms, new hire forms, personnel action forms, and miscellaneous
17 payroll adjustment form), evaluation reports (such as performance reviews, staff performance
18 evaluations, and performance management systems), acknowledgements (such as an Employee
19 Handbook Acknowledgement, sexual harassment training acknowledgement, Accident Prevention
20 Program sign-off sheet, Theft and Loss Prevention Policy acknowledgement, Theft and Loss
21 Prevention Procedure acknowledgement, Policy for Control of Communicable Disease
22 acknowledgement, Fire/Disaster Plan Summary acknowledgement, Resident Rights
23 acknowledgement, Elder Abuse Prevention and Intervention Policy and Procedure/Program
24 acknowledgement, Employee Confidentiality Acknowledgement, Employee Use of and Access to
25 Casa Property Policy Acknowledgement, driver safety policy acknowledgement, dining services
26 holiday policy acknowledgement, Acknowledgement of Harassment/Discrimination/Retaliation
27 Prevention Training, Employee Timesheet Signoff Acknowledgement, and Job Description
28 Acknowledgement Form), training materials (such as quizzes and a Food Service Examination),

1 other policies (such as the Holiday Policy-Dining Services policy, No Call / No Show Policy,
2 Dining Services Dress Code, Phone Policy, Request policy, Emergency Medical Procedures-
3 Dining Services policy, Basic Table Services policy, Food Policy, American Table Service policy,
4 Safety Device Policy, and Hazardous Substances policy), job descriptions and job analyses,
5 checklists (such as s New Employee Orientation Checklist), reports and summaries (such as
6 payroll activity reports and Employee Separation Reports), communications (such as emails), and
7 multiple other kinds of documents. Class Counsel interviewed Plaintiff numerous times to gather
8 facts and to identify potential witnesses. Counsel for the Parties also met and conferred on
9 numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production
10 of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation
11 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
12 among other tasks.

13 14. Counsel for the Parties have also invested time researching and investigating the
14 applicable law, which is constantly evolving as it relates to certification, representative PAGA
15 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims
16 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
17 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

18 15. The Settlement provides for a Gross Settlement Amount of Nine Hundred Fifty
19 Thousand Dollars (\$950,000.00). The Net Settlement Amount is the Gross Settlement Amount
20 less the following amounts subject to approval by the Court: Attorneys' Fees and Costs to Class
21 Counsel, Settlement Administration Costs to Plaintiff, Settlement Administration Costs to
22 Settlement Administrator, and the PAGA Payment. Assuming that the amounts allocated under
23 the Settlement toward these payments are awarded by the Court, the Net Settlement Amount is
24 currently estimated to be Three Hundred Ninety Five Thousand Eight Hundred Thirty Tree Dollars
25 (\$395,833). The Maximum Settlement Amount will be fully distributed in accordance with the
26 terms of the Settlement and there is no reversion to Defendant.

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1 16. The Parties have agreed to retain Simpluris (“Settlement Administrator”) to handle
2 the notice and settlement administration. The Parties respectfully request that the Court appoint
3 Simpluris to handle these procedures and serve as the Settlement Administrator. The Settlement
4 Administrator will perform all of the responsibilities and tasks as set forth in the Settlement
5 Agreement. Settlement Administration Fees are currently estimated not to exceed Fifteen
6 Thousand Dollars (\$15,000.00) and will be paid out of the Gross Settlement Amount, subject to
7 approval of the Court.

8 17. Based on investigation and information discovered, Class Counsel believe that there
9 is sufficient evidence to support the allegations made in the lawsuit, including the allegations that
10 Defendant, with respect to Plaintiff and the other hourly-paid, non-exempt employees, *inter alia*,
11 failed to properly pay overtime and minimum wages and associated premium pay, failed to provide
12 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
13 during employment and upon termination of employment, failed to provide compliant wage
14 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
15 expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties
16 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections
17 2698, *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job
18 duties and were subject to the same or similar operations and employment policies, practices, and
19 procedures respectively. Additionally, Plaintiff asserted that Defendant's recordkeeping practices
20 with respect to Plaintiff and the Class Members were substantially the same during the time period
21 at issue. As a result, Plaintiff claim that the Class Members, were uniformly not paid all of the
22 compensation that was owed to them by Defendant during the relevant time period. Thus, in Class
23 Counsel's view, it is clear that the outcome of this litigation would be determined by whether
24 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff
25 allege applied across the Class in California during the Class Period.

26 18. Class Counsel are aware of the defenses and position of Defendant, but believe that
27 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff have also
28 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties

and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiff further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

19. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data, including but not limited to a detailed sampling of Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to estimate the potential claims of the Class and prepare the following damages/valuation models:

Claim	Estimated <u>Maximum</u> Potential Value
Unpaid Overtime Wages	\$4,809,120.48
Unpaid Minimum Wages	\$1,603,040.16
Non-Compliant Meal Periods	\$1,603,040.16
Non-Complaint Rest Periods	\$8,015,200.80
Untimely Wages During Employment and Upon Termination	\$1,039,363.20
Non-Compliant Wage Statements	\$1,144.00
Inadequate Payroll Records	<i>included in the PAGA civil penalties</i>
Unreimbursed Business Expenses	\$442,340
PAGA Civil Penalties	\$28,515,500

Discounts were applied to the estimated maximum potential value based on the facts of the case and risks associated with litigation (for example, a high percentage of class members having signed arbitration agreements). The Settlement takes into account the strengths and weaknesses of each

side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$316,667.00) and expenses and costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

21. The Settlement Agreement provides for payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff as a Class Representative Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive a Class Representative Payment, in addition to her Individual Settlement Payment and Individual PAGA Payment, for her services on behalf of the Class.

22. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Class Counsel further submit that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 13th day of February 2023, at Los Angeles, California.


Danielle L. GruppChang

EXHIBIT 1

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21 Attorneys for Defendant
22 **CASA DE LAS CAMPANAS, INC.**

23
24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
25 **FOR THE COUNTY OF SAN DIEGO**

26 MINERVA CASTENADA, individually, and
27 on behalf of other members of the general
28 public similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

CASA DE LAS CAMPANAS, INC., a
California corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 37-2021-00022395-CU-OE-CTL

CLASS AND REPRESENTATIVE ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Dept.: C-71
Judge: Hon. Gregory Pollack
Filed: May 20, 2021
Trial: Not Set

29 This Joint Stipulation re: Class Action and Representative Action Settlement ("Settlement
30 Agreement") is made by and between Plaintiff MINERVA CASTANEDA ("Plaintiff")
31 individually and on behalf of the Class Members, as defined herein, and all "Aggrieved Employees"

pursuant to Labor Code section 2698 *et seq.* on the one hand; and Defendant Casa de las Campanas, Inc. (“Defendant”) on the other hand, in the lawsuit entitled *Minerva Castaneda v. Casa de las Campanas, Inc.*, currently pending in the San Diego County Superior Court (“Court”) as Case No. 37-2021-00022395-CU-OE-CTL (the “Action”). Plaintiff and Defendant are collectively referred to as the “Parties”. This settlement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Settlement Agreement.

1. **DEFINITIONS**

A. “Aggrieved Employee(s)” is defined as any and all hourly-paid and/or non-exempt employees that worked for Defendant in California during the PAGA Period.

B. “Action” means *Minerva Castaneda v. Casa de las Campanas, Inc.*, filed in the Superior Court of California for the County of San Diego, Case No. 37-2021-00022395-CU-OE-CTL.

C. “Class Counsel” means: D. Aaron Brock, Esq. and Danielle L. GruppChang, Esq. of BROCK & GONZALES, LLP.

D. “Class Member(s)” is defined as any and all hourly-paid and/or non-exempt employees that worked for Defendant in California during the Class Period.

E. “Class Period” means the period from May 20, 2017 through May 31, 2022.

F. “Class Representative Payment” means monetary amount to be paid to Plaintiff subject to Court approval. The maximum Class Representative Payment will Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class Representative Payment will be paid from the Gross Settlement Amount.

G. “Complaint” means the First Amended Complaint that was filed with the Court on September 23, 2021.

H. “Court” means the Superior Court of the State of California for the County of San Diego.

I. “Defendant” means Casa de las Campanas, Inc.

1 **J. “Defendant’s Counsel”** means: Thomas S. Ingrassia, Esq. and Christine Y. Dixon,
2 Esq. of PETTIT KOHN INGRASSIA LUTZ & DOLIN PC.

3 **K. “Final Approval Date”** means the date by which the terms of the Parties’ settlement
4 is finally approved as provided herein and the Court’s Final Judgment (“Final Judgment” or
5 “Judgment”) becomes final. For purposes of this paragraph, the Court’s Final Judgment “becomes
6 final” upon the latter of: (i) the date of final affirmance of an appeal of the Final Judgment; (ii) the
7 expiration of the time for a petition for a writ of certiorari to review the Final Judgment; (iii) the
8 date of final dismissal of any appeal from the Final Judgment or the final dismissal of any appeal
9 or proceeding on certiorari to review the Final Judgment; (iv) if no appeal is filed, the expiration
10 date of the time for the filing or noticing of any appeal from the Court’s Final Judgment; or (v) if
11 no objections to the Settlement are filed, or any objections are withdrawn prior to final approval,
12 Final Judgment shall be entered within eight (8) months after the Court grants Final Approval of
13 the Settlement, provided that Defendant has made all payments required under this Settlement
14 Agreement (in which case, this subsection shall control over subsections (i) through (iv) above).

15 **L. “Employer Taxes”** means employer-funded taxes and contributions imposed on the
16 wage portions of the Individual Settlement Payments under the Federal Insurance Contributions
17 Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions
18 required of employers, such as for unemployment insurance.

19 **M. “General Release”** means the broader release of claims by Plaintiff, which is in
20 addition to Plaintiff’s limited release of claims as a Participating Class Member.

21 **N. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Nine
22 Hundred Fifty Thousand Dollars and Zero Cents (\$950,000.00),¹ which shall be funded by
23 Defendant as further set forth below. The Gross Settlement Amount shall be the amount from
24 which all payments for the Individual Settlement Payments to Participating Class Members, the
25 Court-approved payments of attorneys’ fees and reimbursement of litigation costs and expenses to
26 Class Counsel, Settlement Administration Costs, the Class Representative Payment, the PAGA

27
28 ¹ As the same may be increased in accordance with Paragraph 16, below.

1 Payment, and the LWDA Payment shall be paid. The Gross Settlement Amount expressly excludes
2 Employer Taxes, which shall be paid by Defendant separate and apart from the Gross Settlement
3 Amount.

4 **O. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
5 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
6 Settlement Share if he or she is also a Participating Class Member.

7 **P. “Individual Settlement Payment”** means a payment to a Participating Class
8 Member of his or her net share of the Net Settlement Amount.

9 **Q. “Individual Settlement Share”** means the gross amount of the Net Settlement
10 Amount that a Class Member is eligible to receive based on the number of Workweeks that he or
11 she worked as a Class Member during the Class Period if he or she does not submit a timely and
12 valid Request for Exclusion.

13 **R. “LWDA Payment”** means the payment to the State of California Labor and
14 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
15 amount allocated toward penalties under the PAGA (i.e., the PAGA Settlement Amount) all of
16 which is to be paid from the Gross Settlement Amount.

17 **S. “Net Settlement Amount”** means the “Gross Settlement Amount,” less all of the
18 following: Class Representative Payment, LWDA Payment, PAGA Payment, Class Counsel’s
19 attorneys’ fees, Class Counsel’s litigation costs and expenses, and the Settlement Administrator’s
20 expenses (incurred by Simpluris, Inc., the selected third-party administrator).

21 **T. “PAGA Settlement Amount”** is the Two Hundred Thousand Dollars and Zero
22 Cents (\$200,000.00) of the Gross Settlement Amount allocated toward PAGA penalties, which
23 includes the LWDA Payment and the PAGA Payment.

24 **U. “PAGA Payment”** is the 25% portion of the Two Hundred Thousand Dollars and
25 Zero Cents (\$200,000.00) that is allocated toward PAGA penalties that will be paid to Aggrieved
26 Employees on a *pro rata* basis based on the number of Workweeks worked in the PAGA Period,
27 which would be in addition to their Individual Settlement Share so long as they are Participating
28 Class Members.

1 **V. “PAGA Period”** means the period from May 13, 2020 through May 31, 2022.

2 **W. “Participating Class Members”** means all Class Members who do not submit a
3 timely and valid Request for Exclusion.

4 **X. “Participating Individual Settlement Share”** means the gross amount of the Net
5 Settlement Amount that a Participating Class Member is eligible to receive based on the number of
6 Workweeks that he or she worked as a Class Member during the Class Period once all opt-outs
7 have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled
8 if he or she is also an Aggrieved Employee.

9 **Y. “Plaintiff”** shall refer to Plaintiff MINERVA CASTANEDA.

10 **Z. “Preliminary Approval Date”** means the date on which the Court enters an Order
11 granting preliminary approval of the terms of the Parties’ settlement.

12 **AA. “Released Parties”** shall mean Defendant, and any of its former and present parents,
13 subsidiaries, affiliates, partners, alleged joint employers (including but not limited to entities
14 managing the property and facilities at which Class Members work or worked, staffing agencies
15 and other entities that have provided temporary, leased, or other workers to, or for the benefit of,
16 Defendant, and/or other related entities, including Life Care Services) and their respective officers,
17 directors, employees, partners, and agents, and any other successors, assigns, or legal
18 representatives.

19 **BB. “Response Deadline”** means the deadline for Class Members to mail any Requests
20 for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which is forty-
21 five (45) calendar days from the date that the Class Notice, defined below, is first mailed in English
22 and Spanish by the Settlement Administrator, unless a Class Member’s Class Notice is re-mailed.
23 In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
24 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to
25 postmark a Request for Exclusion, Workweek Dispute, or Objection. The date of the postmark
26 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
27 Workweek Dispute was submitted by the Response Deadline.

28

1 **CC. “Request for Exclusion”** means a written request to be excluded as a Class Member
2 pursuant to Section 9.C below.

3 **DD. “Settlement Administration Costs”** means all costs incurred by the Settlement
4 Administrator in administration of the Settlement, including, but not limited to, translating the Class
5 Notice to Spanish, the distribution of the Class Notice to the Class Members in English and Spanish,
6 calculating Individual Settlement Shares, Individual Settlement Payments, Individual PAGA
7 Payments, and Participating Individual Settlement Shares, as well as associated taxes and
8 withholdings, providing declarations, generating Individual Settlement Payment and/or Individual
9 PAGA Payment checks and related tax reporting forms, doing administrative work related to
10 unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for
11 attorneys’ fees and reimbursement of litigation costs and expenses, to Plaintiff for her Class
12 Representative Payment, and to the LWDA for the LWDA Payment, providing weekly reports of
13 opt-outs, objections and related information, and any other actions of the Settlement Administrator
14 as set forth in this Settlement Agreement, all pursuant to the terms of the Parties’ settlement. The
15 Settlement Administration Costs are estimated not to exceed \$15,000. If the actual amount of the
16 Settlement Administration Costs is less than \$15,000, the difference between \$15,000 and the actual
17 Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
18 Administration Costs exceed \$15,000, then such excess will be paid solely from the Gross
19 Settlement Amount and Defendant will not be responsible for paying any additional funds in order
20 to pay these additional costs.

21 **EE. “Settlement Administrator”** means the Third-Party Administrator mutually agreed
22 upon by the Parties that will be responsible for the administration of the Settlement pursuant to this
23 Settlement Agreement and the Preliminary Approval Order.

24 **FF. “Workweeks”** means the number of workweeks that a Class Member was employed
25 by Defendant in a non-exempt, hourly position during the Class Period in California, based on hire
26 dates, re-hire dates, and termination dates. Workweeks will be calculated by dividing the
27 employee’s total days of employment by 7.

28 ///

1 **2. BACKGROUND**

2 **A.** On May 13, 2021, Plaintiff submitted to the LWDA and served on Defendant a
3 notice under Labor Code section 2699.3 stating she intended to serve as a proxy of the LWDA to
4 recover civil penalties for Aggrieved Employees for various Labor Code violations (“PAGA
5 Notice”).

6 **B.** On May 20, 2021, Plaintiff filed a putative wage-and-hour class action alleging that,
7 during the Class Period, Defendant, as it pertains to Class Members: (1) failed to pay overtime
8 wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in
9 lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to timely
10 pay wages during employment; (6) failed to timely pay all wages due at the time of termination or
11 resignation; (7) failed to provide accurate wage statements; (8) failed to maintain requisite payroll
12 records; (9) failed to reimburse employees for necessary business expenses; and (10) engaged in
13 unfair competition.

14 **C.** On September 23, 2021, after sixty-five (65) days had passed without any action by
15 the LWDA with respect to the alleged labor violations, Plaintiff filed the First Amended Complaint
16 for Damages and Enforcement Under Private Attorneys General Act which also sought PAGA civil
17 penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a),
18 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, as well as the applicable IWC Wage
19 Orders, as well as any potential penalties, interest or attorneys’ fees associated with these causes of
20 action under California law in addition to the other causes of action set forth in Section 2, subsection

21 B.

22 **D.** The Parties agreed to exchange informal discovery and attend a mediation, in which
23 Plaintiff was provided with, among other things: (1) a sampling of time and payroll records for
24 Class Members; (2) data points that included, among other things, the number of Class Members
25 and Workweeks worked in the Class Period, the number of Aggrieved Employees and pay periods
26 in the PAGA Period, the number of Class Members eligible for waiting time penalties, the number
27 of Class Members eligible for wage statement violations, and the number of pay periods in the
28

1 relevant statutory period for wage statement violations; (3) employment records for Plaintiff; and
2 (4) all of Defendant's written policies applicable to Class Members (or lack thereof).

3 **E.** On February 21, 2022, the Parties attended mediation with Jeffrey Krivis, Esq., a
4 well-regarded mediator experienced in mediating complex labor and employment matters. With
5 the aid of the mediator's evaluation, the Parties reached the Settlement contained herein to resolve
6 the Action.

7 **F.** Class Counsel has conducted significant investigation of the law and facts relating
8 to the claims asserted in the Action and PAGA Notice, and has concluded that that the terms of the
9 settlement as set forth herein are fair, reasonable, adequate, and in the best interests of the Class
10 Members and Aggrieved Employees, taking into account the sharply contested issues involved, the
11 expense and time necessary to litigate the Action through trial and any appeals, the risks and costs
12 of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex
13 litigation, the information learned through informal discovery regarding Plaintiff's allegations, and
14 the substantial benefits to be received by Class Members, Aggrieved Employees, and the State of
15 California.

16 **G.** Defendant has concluded that, because of the substantial expense of defending
17 against the Action, the length of time necessary to resolve the issues presented herein, the
18 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
19 interest to accept the terms of the settlement. Defendant denies each of the allegations and claims
20 asserted against it in the Action and the PAGA Notice. However, Defendant nevertheless desires
21 to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing
22 litigation and for the purpose of putting to rest the controversies engendered by the Action.

23 **H.** This Settlement Agreement is intended to and does effectuate the full, final, and
24 complete resolution of all Class Released Claims, as defined herein, of Plaintiff and Participating
25 Class Members, and all PAGA Released Claims, as defined herein, of Plaintiff and, to the extent
26 permitted by law, of the State of California and Aggrieved Employees.

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1 **3. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of the Action. The Action
3 includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable
4 statutes. After the Court has granted Final Approval of the terms of the Parties' settlement and
5 entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the
6 judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

7 **4. STIPULATION OF CLASS CERTIFICATION**

8 The Parties stipulate to the certification of the Class Members under this Settlement
9 Agreement for purposes of settlement only.

10 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

11 After full execution of this Settlement Agreement, Plaintiff will move for an order granting
12 preliminary approval of the terms of settlement set forth herein, approving and directing the mailing
13 of the proposed Notice of Class Action and PAGA Settlement ("Class Notice") attached hereto as
14 **Exhibit "A"**, conditionally certifying the Class Members for settlement purposes only, and
15 approving the deadlines proposed by the Parties for the submission of Requests for Exclusion,
16 Workweek Disputes, and Objections. If and when the Court preliminarily approves the terms of
17 the Parties' settlement, and after administration of the Class Notice in a manner consistent with the
18 Court's Preliminary Approval Order, Plaintiff will move for an order finally approving the Parties'
19 settlement and seek entry of a Judgment in line with this Settlement Agreement. The Parties may
20 both respond to any Objections lodged to final approval of the Parties' settlement up to five (5)
21 court days before the Final Approval Hearing.

22 **6. STATEMENT OF NO ADMISSION**

23 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff
24 and the Class Members with respect to any claims or allegations asserted in the Action and the
25 PAGA Notice. This settlement shall not be deemed an admission by Defendant of any claims or
26 allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein, in the
27 event that the Parties' settlement is not approved by the Court, or any appellate court, is terminated,
28 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected

1 in any way any claims, rights or remedies, or defenses in the Action and the PAGA Notice, and
2 Defendant will not be deemed to have waived, limited, or affected in any way any of its objections
3 or defenses in the Action and PAGA Notice. In such an event, the Parties shall be restored to their
4 respective positions in the Action prior to the entry of an order finally approving this settlement.

5 **7. RELEASE OF CLAIMS**

6 **A. Release by All Participating Class Members.**

7 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
8 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
9 Settlement Amount and Employers' Taxes necessary to effectuate the settlement, Plaintiff and all
10 Participating Class Members release all claims against the Released Parties asserted in the
11 Complaint filed in the Action, any and all claims that may be or could have been asserted against
12 the Released Parties based on the factual allegations in the Complaint, or related to the claims
13 litigated in the Lawsuit (including both class allegations and claims made pursuant to PAGA), as
14 follows: for the duration of the Class Period, the release includes for Participating Class Members:
15 (1) all claims for failure to properly calculate and/or pay overtime wages; (2) all claims for failure
16 to calculate and/or pay minimum wages; (3) all claims for failure to provide meal periods or proper
17 compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in
18 lieu thereof; (5) all claims for failure to timely calculate and/or pay wages during employment; (6)
19 all claims for failure to timely pay all wages due at the time of termination or resignation; (7) all
20 claims for failure to provide accurate wage statements; (8) all claims for failure to maintain requisite
21 payroll records; (9) all claims for failure to reimburse employees for necessary business expenses;
22 and (10) all claims asserted through California Business & Professions Code section 17200, *et seq.*
23 arising out of the Labor Code violations referenced in the Complaint (the "Class Released Claims").

24 For Aggrieved Employees, and, to the extent permitted by law and the State of California,
25 the release includes, for the duration of the PAGA Period, all claims asserted in the PAGA Notice
26 and alleged in the Complaint, for PAGA civil penalties pursuant to Labor Code section 2699 in
27 connection with any alleged violations of the Labor Code, including but not limited to sections 201,
28 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802,

1 as well as the applicable IWC Wage Orders, (the “PAGA Released Claims”). The release expressly
2 excludes all other claims, including claims for vested benefits, wrongful termination,
3 unemployment insurance, disability, social security, workers’ compensation, and any other claims
4 outside of the Class Released Claims of Participating Class Members arising during the Class
5 Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by
6 law and the State of California) arising outside of the PAGA Period. The Class Released Claims
7 and PAGA Released Claims shall be referred to herein as the “Released Claims”.

8 **B. General Release.**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement (“Final
10 Approval Order”), entry of Judgment, and payment by Defendant to the Settlement Administrator
11 selected of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the
12 Parties’ settlement, in addition to the Released Claims, Plaintiff makes the additional following
13 General Release: Plaintiff releases the Released Parties from all claims, demands, rights, liabilities
14 and causes of action of every nature and description whatsoever, known or unknown, asserted or
15 that might have been asserted, whether in tort, contract, or for violation of any state or federal
16 statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission
17 of the Released Parties through the date of full execution of this Settlement Agreement in
18 connection with Plaintiff’s employment with Defendant or the termination thereof, except for any
19 and all claims that may not be released as a matter of law through this Settlement Agreement. To
20 the extent of the General Release provided herein, Plaintiff stipulates and agrees that, upon entry
21 of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by
22 Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and
23 Employers’ Taxes necessary to effectuate the Parties’ settlement, she shall have expressly waived
24 and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
25 1542 of the California Civil Code, or any other similar provision under federal or state law, which
26 provides:

27 A general release does not extend to claims that the creditor or
28 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.

8. SETTLEMENT ADMINISTRATOR

A. Plaintiff and Defendant, through their respective counsel, have selected Simpluris to administer the Parties' settlement, which includes but is not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$15,000 will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$15,000, the difference between \$15,000 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$15,000, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS

A. Notice to the Class Members

(1) Within fourteen (14) calendar days after the Preliminary Approval Date, Defendant's Counsel shall provide the Settlement Administrator with information with respect to each Class Member, including his or her: (1) full name; (2) last known address(es) currently in Defendant's possession, custody, or control; (3) last known telephone number(s) currently in Defendant's possession, custody, or control; (4) last known Social Security Number(s) in Defendant's possession, custody, or control; and (5) the dates of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Class Member (collectively referred to as "Class List"), which shall be made available to Class Counsel upon request. The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any. Within fourteen (14) calendar days of receiving the Class List from Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish

1 to the Class Members via first-class regular U.S. Mail using the most current mailing address
2 information available. The Settlement Administrator shall maintain the Class List and digital
3 copies of all the Settlement Administrator's records evidencing the giving of notice to any Class
4 Member, for at least four (4) years from the Final Approval Date.

5 (2) The Class Notice will set forth:

- 6 (a) the Class Member's estimated Individual Settlement
7 Share and Individual PAGA Payment, and the basis for
8 each;
- 9 (b) the information required by California Rule of Court, rule
10 3.766, subdivision (d);
- 11 (c) the material terms of the Parties' settlement;
- 12 (d) the proposed Settlement Administration Costs;
- 13 (e) the definition of Class Members;
- 14 (f) a statement that the Court has preliminarily approved the
15 Parties' settlement;
- 16 (g) how the Class Member can obtain additional information,
17 including contact information for Class Counsel;
- 18 (h) information regarding opt-out and objection procedures;
- 19 (i) the date and location of the Final Approval Hearing; and
- 20 (j) that the Class Member must notify the Settlement
21 Administrator no later than the Response Deadline if the
22 Class Member disputes the accuracy of the number of
23 Workweeks as set forth on his or her Class Notice
24 ("Workweek Dispute").

25 (3) If a Class Notice from the initial notice mailing is returned as undeliverable,
26 the Settlement Administrator will attempt to obtain a current address for the Class Member to whom
27 the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned
28 Class Notice, by: (1) contacting the Class Member by phone, if possible, and (2) undertaking skip

1 tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly
2 re-mail the Class Notice to the Class Member. Further, any Class Notices that are returned to the
3 Settlement Administrator with a forwarding address before the Response Deadline shall be
4 promptly re-mailed to the forwarding address affixed thereto.

5 (4) No later than fourteen (14) calendar days from the Response Deadline, the
6 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
7 completion of the notice process, including the number of attempts to obtain valid mailing
8 addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and
9 copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

10 **B. Objections.**

11 Only Participating Class Members may object to the settlement. Participating Class
12 Members who object shall be referred to as Objector(s). In order for any Class Member to object
13 to this settlement in writing, or any term of it, he or she must do so by mailing a written objection
14 to the Settlement Administrator at the address provided on the Class Notice no later than the
15 applicable Response Deadline. The Settlement Administrator shall email a copy of the Objection
16 to Class Counsel and Defendant's counsel within two (2) business days of receipt and attach copies
17 of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in
18 support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the
19 Objector's full name; (2) the Objector's address; (3) the last four digits of the Objector's Social
20 Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to
21 appear at the Final Approval Hearing; (6) the name and case number of the Action; and (7) the
22 reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in
23 support of the Objection. If a Class Member objects to the settlement, the objecting Class Member
24 will remain a Class Member and, if the Court approves this Settlement Agreement, the objecting
25 Class Member will be bound by the terms of the settlement in the same way and to the same extent
26 as a Class Member who does not object. The date of mailing of the Class Notice to the objecting
27 Class Member shall be conclusively determined according to the records of the Settlement
28 Administrator. Class Members need not object in writing to be heard at the Final Approval Hearing;

1 they may object or comment in person at the hearing at their own expense. Class Counsel and
2 Defendant's Counsel may respond to any objection lodged with the Court up to five (5) court days
3 before the Final Approval Hearing.

4 **C. Requesting Exclusion.**

5 Any Class Member may request exclusion from (*i.e.*, "opt out" of) the settlement by mailing
6 a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement
7 Administrator, postmarked on or before the Response Deadline. To be valid, a Request for
8 Exclusion must include: (1) the Class Member's name; (2) the last four digits of the Class Member's
9 Social Security Number; (3) the Class Member's signature; (4) the name and case number of the
10 Action; and (5) the following statement: "Please exclude me as a Class Member in the *Minerva*
11 *Castaneda v. Casa de las Campanas, Inc.* matter, I understand that by excluding myself I will not
12 receive any payment under the Settlement." or a statement of similar meaning. The Settlement
13 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and
14 Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the Court, in
15 its declaration to be provided in advance of the Final Approval Hearing. Any Class Member who
16 requests exclusion using this procedure will not be entitled to receive any payment from the Gross
17 Settlement Amount and will not be bound by the settlement or have any right to object to, appeal,
18 or comment on the settlement. Any Class Member who does not opt out of the settlement by
19 submitting a timely and valid Request for Exclusion will be bound by all terms of the settlement,
20 including those pertaining to the Class Released Claims, as well as any Judgment that may be
21 entered by the Court if Final Approval of the Settlement is granted. A Class Member cannot submit
22 both a Request for Exclusion and an Objection. If a Class Member submits an Objection and a
23 Request for Exclusion, the Request for Exclusion will control, and the Objection will be overruled.
24 Class Members who are also Aggrieved Employees that submit a valid Request for Exclusion will
25 still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will
26 be bound by the release of the PAGA Released Claims.

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1 **D. Disputes Regarding Class Members’ Workweek Data.**

2 Each Class Member may dispute the number of Workweeks attributed to him or her on his
3 or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed to the Settlement
4 Administrator by the Class Member, postmarked on or before the Response Deadline. The
5 Workweek Dispute should set forth in writing: (1) the Class Member’s full name; (2) the Class
6 Member’s address; (3) the last four digits of the Class Member’s Social Security Number; (4) the
7 name and case number of the Action; and (5) the number of Workweeks the Class Member contends
8 is correct and attach any evidence in support of their contention. The Settlement Administrator
9 shall immediately provide copies of all Workweek Disputes to Class Counsel and Defendant’s
10 Counsel and shall immediately attempt to resolve all such disputes directly with relevant Class
11 Member(s) with the assistance of Defendant’s Counsel and Class Counsel. If the Workweek Dispute
12 cannot be resolved in this manner, the Court shall adjudicate the dispute.

13 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
14 **PAYMENTS**

15 Individual Settlement Payments will be calculated and distributed to Participating Class
16 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
17 Members’ respective number of Workweeks during the Class Period. Individual PAGA Payments
18 to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the
19 PAGA Payment on a *pro rata* basis based on Aggrieved Employees’ respective number of
20 Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares
21 and Individual PAGA Payments to Aggrieved Employees will be made as follows:

22 **A.** The Settlement Administrator will determine the total number of Workweeks
23 worked by each Class Member during the Class Period (“Class Member’s Workweeks”), as well
24 as the aggregate number of Workweeks worked by all Class Members during the Class Period
25 (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total
26 number of Workweeks worked by each Aggrieved Employee during the PAGA Period
27 (“Aggrieved Employee’s Workweeks”), as well as the aggregate number of Workweeks worked
28 by all Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).

1 **B.** To determine each Class Member's Individual Settlement Share, the Settlement
2 Administrator will use the following formula: Individual Settlement Share = (Class Member's
3 Workweeks ÷ Class Workweeks) × Net Settlement Amount.

4 **C.** To determine each Participating Class Member's Participating Individual
5 Settlement Share, the Settlement Administrator will determine the aggregate number of
6 Workweeks worked by all Participating Class Members during the Class Period ("Participating
7 Class Workweeks") and use the following formula: Individual Settlement Share =
8 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
9 Amount.

10 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
11 to Participating Class Members by way of check and is referred to as "Individual Settlement
12 Payment(s)".

13 **E.** To determine each Aggrieved Employee's Individual PAGA Payment, the
14 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
15 PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) x the PAGA
16 Payment.

17 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
18 to Participating Class Members and/or Aggrieved Employees by way of check. When a
19 Participating Class Member is also an Aggrieved Employee, one check may be issued that
20 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

21 **11. DISTRIBUTION OF PAYMENTS**

22 **A. Distribution of Individual Settlement Payments.**

23 Participating Class Members will receive an Individual Settlement Payment and
24 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment
25 and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and
26 eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after
27 expiration of the 180-day period, funds unpaid due to void checks (i.e., any Settlement checks
28 issued to Participating Class Members that are not cashed or presented for payment within the

180-day period) shall be forwarded to the California State Controller as unclaimed property in the name of the corresponding Participating Class Member and/or Aggrieved Employee.

B. Funding of Settlement.

Defendant shall make its payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 16 of this Settlement Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Settlement Agreement and the Court’s Orders and subject to the conditions described herein. Specifically, Defendant shall make its payment within six (6) months of Final Approval to effectuate the settlement.

C. Time for Distribution.

Within fourteen (14) calendar days of the Settlement Administrator’s receipt of the Gross Settlement Amount, the Settlement Administrator shall issue payments from the QSA for: (1) the Class Representative Payment to Plaintiff as specified in this Settlement Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as specified in this Settlement Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Settlement Agreement and approved the Court; (4) the LWDA Payment, as specified in this Settlement Agreement and approved by the Court; and (5) Individual PAGA Payments as specified in this Settlement Agreement and approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

12. ATTORNEYS’ FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys’ fees of up to one-third of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 16 of this Settlement Agreement, amounts to Three Hundred Sixteen Thousand, Six Hundred Sixty-

1 Six Dollars and Zero Cents (\$316,667.00). Class Counsel shall further apply for, and Defendant
2 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs
3 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in
4 an amount up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Awards of attorneys' fees
5 and costs (the "Attorneys' Fees and Cost Award") shall be paid out of the Gross Settlement
6 Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain
7 Final Approval of the settlement in the Action. The "future" aspect of the amounts stated herein
8 includes, without limitation, all time and expenses expended by Class Counsel (including any
9 appeals therein). There will be no additional charge of any kind to either the Class Members or
10 request for additional consideration from Defendant for such work unless Defendant materially
11 breaches this settlement, including any term regarding funding, and further efforts are necessary
12 from Class Counsel to remedy said breach, including moving the Court to enforce the settlement.
13 Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are
14 less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
15 Settlement Amount to be distributed to Participating Class Members.

16 **13. CLASS REPRESENTATIVE PAYMENT TO PLAINTIFF**

17 Plaintiff shall seek, and Defendant shall not oppose, a Class Representative Payment in an
18 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for her
19 active participation in and assistance with the Action. Any Class Representative Payment awarded
20 to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form
21 1099. If the Court approves the Class Representative Payment to Plaintiff in less than the amounts
22 sought herein, then the unapproved portion shall be a part of the Net Settlement Amount.

23 **14. TAXATION AND ALLOCATION**

24 a. Each Individual Settlement Share shall be allocated as follows: 25% as wages (to be
25 reported on an IRS Form W2); and 75% as interest and statutory penalties (to be reported on an
26 IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as civil penalties. The
27 Parties agree that the employees' share of taxes and withholdings with respect to the wage-portion
28 of the Individual Settlement Share will be withheld from the Individual Settlement Share in order

1 to yield the Individual Settlement Payment. The amount of federal income tax withholding will be
2 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
3 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
4 be made pursuant to applicable state and/or local withholding codes or regulations.

5 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator
6 at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and
7 consistent with this Settlement Agreement. If the Code, the regulations promulgated thereunder,
8 or other applicable tax law, is changed after the date this Settlement Agreement is executed, the
9 processes set forth in this Section may be modified in a manner to bring Defendant into compliance
10 with any such changes.

11 c. All Employer Taxes shall be paid by Defendant separate, apart, and above from the
12 Gross Settlement Amount. Defendant shall remain liable to pay the employer’s share of payroll
13 taxes as described above.

14 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
15 Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
16 Settlement Agreement be relied upon as such within the meaning of United States Treasury
17 Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

18 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

19 The Parties agree to allocate Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)
20 of the Gross Settlement Amount toward PAGA penalties (i.e., the “PAGA Settlement Amount”).
21 Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Settlement Amount will be paid
22 to the LWDA and twenty-five percent (25%) of the PAGA Settlement Amount will be distributed
23 to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked during
24 the PAGA Period.

25 **16. COURT APPROVAL**

26 This settlement is contingent upon an order by the Court granting Final Approval of the
27 Settlement, and that the LWDA does not intervene and object to the settlement. In the event it
28 becomes impossible to secure approval of the settlement by the Court and the LWDA, the Parties

1 shall be restored to their respective positions in the Action prior to entry of this settlement. If this
2 settlement is voided, not approved by the Court or approval is reversed on appeal, it shall have no
3 force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves
4 any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms
5 and conditions in this Settlement Agreement specifically stated to survive the settlement being
6 voided or not approved, and which control in such an event.

7 **17. INCREASE IN WORKWEEKS**

8 Defendant represents that there are no more than 88,468 Workweeks worked during the
9 Class Period by Class Members. In the event the number of Workweeks worked by Class
10 Members during the Class Period increases by more than 5%, or 4,423 Workweeks, Defendant
11 will have the option to either: 1) increase the Gross Settlement Amount proportionally based upon
12 the number of actual workweeks in excess of 92,891 or 2) choose to shorten the release period so
13 that number of affected workweeks is no more than 92,891 and there is no increase in the amount
14 the Gross Settlement Amount.

15 **18. NOTICE OF JUDGMENT**

16 In addition to any duties set out herein, the Settlement Administrator shall provide
17 notice of the Final Judgment entered in the Action by posting the same on its website for a period
18 of no less than four (4) years.

19 **19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR**
20 **EXCLUSION**

21 Defendant shall retain the right to nullify the settlement in the event that more than 5%
22 of Class Members submit timely and valid Requests for Exclusion. Defendant must provide
23 written notice to Class Counsel of their withdrawal within ten (10) calendar days of receiving
24 sufficient information to determine that the opt out rate exceeds 5%.

25 **20. MISCELLANEOUS PROVISIONS**

26 **A. Interpretation of the Settlement Agreement.**

27 This Settlement Agreement constitutes the entire agreement between the Parties with
28 respect to its subject matter. Except as expressly provided herein, this Settlement Agreement has

1 not been executed in reliance upon any other written or oral representations or terms, and no such
2 extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In
3 entering into this Settlement Agreement, the Parties agree that this Settlement Agreement is to be
4 construed according to its terms and may not be varied or contradicted by extrinsic evidence. The
5 Settlement Agreement will be interpreted and enforced under the laws of the State of California,
6 both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any
7 claim arising out of or relating to the Settlement Agreement, or the subject matter hereof, will be
8 resolved solely and exclusively in the Superior Court of the State of California for the County of
9 San Diego, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court in
10 the Action over it solely in connection therewith. The foregoing is only limited to disputes
11 concerning this Settlement Agreement. The Parties, and each of them, participated in the
12 negotiation and drafting of this Settlement Agreement and had available to them the advice and
13 assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any
14 ambiguity in this Settlement Agreement should be construed against the other. The Settlement
15 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
16 the Court.

17 **B. Further Cooperation.**

18 The Parties and their respective attorneys shall proceed diligently to prepare and execute all
19 documents, to seek the necessary approvals from the Court, and to do all things reasonably
20 necessary to consummate the settlement as expeditiously as possible.

21 **C. Counterparts.**

22 The Settlement Agreement may be executed in one or more actual or non-original
23 counterparts, all of which will be considered one and the same instrument and all of which will be
24 considered duplicate originals.

25 **D. Authority.**

26 Each individual signing below warrants that he or she has the authority to execute this
27 Settlement Agreement on behalf of the Party for whom or which that individual signs.

28 ///

E. No Third-Party Beneficiaries.

Plaintiff, Participating Class Members, Aggrieved Employees, the State of California Class Counsel, and Defendant are direct beneficiaries of this Settlement Agreement, but there are no third-party beneficiaries.

F. Deadlines Falling on Weekends or Holidays.

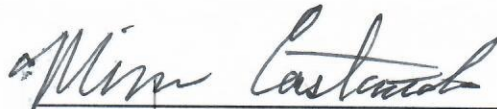
To the extent that any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Severability.

In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

IT IS SO AGREED:

Dated: 1-4-23, 2022



MINERVA CASTANEDA
Plaintiff

Dated: _____, 2022

CASA DE LAS CAMPANAS, INC.
Defendant

By:
Its:

AGREED AS TO FORM:

BROCK & GONZALES, LLP

Dated: January 5, 2023, 2022



D. Aaron Brock, Esq.
Danielle L. GruppChang, Esq.
Counsel for Plaintiff MINERVA
CASTANEDA

1 **E. No Third-Party Beneficiaries.**

2 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California Class
3 Counsel, and Defendant are direct beneficiaries of this Settlement Agreement, but there are no
4 third-party beneficiaries.

5 **F. Deadlines Falling on Weekends or Holidays.**

6 To the extent that any deadline set forth in this Settlement Agreement falls on a Saturday,
7 Sunday, or legal holiday, that deadline shall be continued until the following business day.

8 **G. Severability.**

9 In the event that one or more of the provisions contained in this Settlement Agreement shall
10 for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality,
11 or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
12 Counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if
13 such invalid, illegal, or unenforceable provision had never been included in this Settlement
14 Agreement.

15

16 **IT IS SO AGREED:**

17 Dated: _____, 2022

MINERVA CASTANEDA
Plaintiff

19

20 Dated: January 10, 2022 ¹⁰

Kim Doming

CASA DE LAS CAMPANAS, INC.
Defendant
By: Kimberly Finch Doming
Its: Executive Director

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24 **AGREED AS TO FORM:**

BROCK & GONZALES, LLP

25

26 Dated: _____, 2022

D. Aaron Brock, Esq.
Danielle L. GruppChang, Esq.
**Counsel for Plaintiff MINERVA
CASTANEDA**

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PETTIT KOHN INGRASSIA LUTZ & DOLIN PC



Dated: January 10, 2023

By:

Thomas S. Ingrassia, Esq.
Christine Y. Dixon, Esq.
Attorneys for Defendant
CASA DE LAS CAMPANAS, INC.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Minerva Castaneda v. Casa de las Campanas, Inc.

Superior Court of California, County of San Diego, Case No. 37-2021-00022395-CU-OE-CTL

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.

This Court authorized this notice. This is not a solicitation from a lawyer.

A proposed class and representative action settlement has been reached between the parties in the above-entitled case and preliminarily approved by the Court as described below. You have received this notice because Casa de las Campanas, Inc.'s ("CASA") records indicate that you are a Class Member and/or Aggrieved Employee as defined below and are entitled to participate in the Settlement.

Your estimated Individual Settlement Allocation is [INSERT INDIV SETTLEMENT ALLOCATION].

CASA's records indicate that: you [are/are not] a Class Member.

Your estimated Individual PAGA Payment is [INSERT INDIV PAGA ALLOCATION].

CASA's records indicate that: you [are/are not] an Aggrieved Employee.

The Settlement resolves a class action lawsuit entitled *Castaneda v. Casa de las Campanas, Inc.*, that was commenced by Plaintiff Minerva Castaneda ("Plaintiff") on May 20, 2021, San Diego County Superior Court, Case No. 37-2021-00022395-CU-OE-CTL (the "Action"). Plaintiff alleges CASA violated the California Labor Code, California Business & Professions Code, and owes penalties under the California Private Attorneys' General Act, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"). CASA denies all allegations in the lawsuit and maintains it has fully complied with the law.

The parties have reached this Settlement to avoid the costs and risks of further litigation. The Settlement provides payments to Participating Class Members and Aggrieved Employees based on how long he or she worked for CASA during the relevant time period (as described on page 2).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you want to participate in the Settlement and receive your share of the Settlement proceeds then you should do nothing, and you will receive your Individual Settlement Payment and/or Individual PAGA Payment, if applicable. In return, you will give up certain rights and will be bound by the Settlement Agreement and the applicable Released Claims.
OBJECT	You may also object and tell the Court why you do not like the Settlement by submitting a written statement to the Settlement Administrator ("Objection") according to the instructions contained in this Notice. If the Court approves the Settlement despite your Objection, you will still be bound by the settlement and subject to the applicable release of claims.
REQUEST EXCLUSION FROM THE SETTLEMENT	If you wish to be excluded from the settlement, you must submit a written request to be excluded to the Settlement Administrator ("Request for Exclusion") according to the instructions contained in this Notice. If you submit a Request for Exclusion, you will not be bound by the Settlement (including, but not limited to the release of Class Released Claims described under section 6) but you will <u>not</u> receive your Individual Settlement Payment under to the Settlement. You will also <u>not</u> be able to object to the Settlement. Aggrieved Employees cannot request exclusion from the release of PAGA Released Claims and will receive their Individual PAGA Payment.

- **Your options are more fully explained below. The deadline to submit an Objection, Request for Exclusion, and/or Workweek Dispute is [INSERT – Deadline - 45 days from original mailing of notice].**

1. WHO IS IN THE CLASS AND SUBCLASSES?

CASA's records show that you are a member of at least one of the following groups, which are defined as:

CLASS MEMBERS: any and all hourly-paid and/or non-exempt employees who worked for CASA in California during the Class Period.

"Class Period" means the time period from May 20, 2017 through May 31, 2022.

AGGRIEVED EMPLOYEES: any and all hourly-paid and/or non-exempt employees that worked for CASA in California during the PAGA Period.

"PAGA Period" means the time period from May 13, 2020 through May 31, 2022.

2. WHY DID I RECEIVE THIS NOTICE?

Plaintiff and CASA have entered into the Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement Agreement" or "Settlement") that will, if finally approved by the Court, fully resolve this case. The Settlement Agreement sets forth the details of the Settlement. You may obtain a copy of the Settlement Agreement from either the Settlement Administrator or Class Counsel. The proposed Settlement Agreement has been submitted to the Court and has been preliminarily approved for settlement purposes. The Court also appointed D. Aaron Brock, Esq. and Danielle L. GruppChang of the law firm Brock & Gonzales, LLP as Class Counsel to represent you and the Class.

As a Class Member and/or Aggrieved Employee, you are entitled to share in the funds available for Settlement of this Action. You are not being sued and you will not be individually responsible for any of the attorneys' fees or expenses of the litigation, as the Settlement requires those amounts to be paid from the Gross Settlement Amount. Your rights will be affected by the Settlement Agreement described in this Notice whether you act or not.

If you are a Class Member, you will become a Participating Class Member unless you submit a Request for Exclusion. You will receive a Participating Individual Settlement Payment under the Agreement and you will be bound by the release of Class Released Claims.

If you are an Aggrieved Employee, you will receive an Individual PAGA Payment under the Agreement and you will be bound by the release of Released PAGA Claims.

The Court must finally approve the terms of the Settlement described below as fair and reasonable to the Settlement Class before it will take effect. If approved, the Settlement will affect all Participating Class Members and Aggrieved Employees. The Settlement Administrator has been appointed by the Court and will make all approved settlement payments after final approval of the Settlement is granted and the Court orders them.

3. WHAT IS THIS CASE ABOUT?

Plaintiff Minerva Castaneda, a former employee of CASA, has brought the Action. On September 23, 2021, Plaintiff filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys' General Act ("Operative Complaint" or "FAC").

Plaintiff alleges CASA failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and associated premium payments, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, failed to reimburse necessary business expenses, and therefore engaged in unfair business practices and owes penalties under the PAGA.

CASA denies all allegations, claims, and contentions made in the Action and maintains it fully complied with all applicable laws. The Court has not ruled on whether CASA violated the law, but Plaintiff and CASA have agreed on the Settlement described herein.

4. WHAT ARE THE SETTLEMENT TERMS AND HOW MUCH CAN I EXPECT TO RECEIVE IF I PARTICIPATE?

a. Summary of Settlement Terms

CASA will pay nine hundred and fifty thousand dollars and 00/100 (\$950,000.00) to settle the Action (the “Gross Settlement Amount”). From the Gross Settlement Amount, the following Court-approved payments will be made:

- attorneys’ fees in the amount of three hundred sixteen thousand six hundred sixty-seven dollars and 00/100 (\$316,667.00) (i.e., one third of the Gross Settlement Amount) and reimbursement of litigation costs and expenses not to exceed fifteen thousand dollars (\$15,000) to Class Counsel (collectively referred to as the “Attorneys’ Fees and Costs”);
- the costs of settlement administration not to exceed fifteen thousand dollars (\$15,000) to the Settlement Administrator (“Settlement Administration Costs”);
- payment to the Plaintiff for commencing the Action in the amount of seven thousand five hundred dollars (\$7,500) (the “Class Representative Payment”);
- the amount of two hundred thousand dollars (\$200,000) allocated to the settlement of PAGA (“PAGA Payment”).

After deduction of these amounts, the remainder – the “Net Settlement Amount” – of approximately three hundred ninety-five thousand eight hundred thirty-three dollars and 00/100 (\$395,833.00) will be distributed to Participating Class Members on a *pro rata* basis.

The PAGA Payment will be distributed as follows: 75% (i.e., \$150,000) to the California Labor Workforce Development Agency (the “LWDA Payment”) per statute and 25% (i.e., \$50,000) on a *pro rata* basis to Aggrieved Employees (collectively the “PAGA Payment” and individually the “Individual PAGA Payment”).

b. Calculation of Individual Settlement Payments and Individual PAGA Payments

The amount you may receive from the Gross Settlement Amount as a Participating Class Member (“Individual Settlement Payment”) depends on the number of weeks you worked for CASA as an hourly-paid and/or non-exempt employee during the Class Period (as defined above). The actual Participating Individual Settlement Share will vary depending on the number of Class Members that exclude themselves from the Settlement.

The Individual Settlement Payments paid to Participating Class Members shall be calculated by the Settlement Administrator as follows:

- The Settlement Administrator will calculate the number of Class Workweeks for each Participating Class Member by determining the number of days between the hire and termination dates of employment during the Class Period (defined above), divided by seven (7).
- The Settlement Administrator will then determine the aggregate number of Workweeks worked by all Class Members during the Class Period (“Class Workweeks”).
- The Settlement Administrator will then use the following formula: Individual Settlement Share = (Class Member’s Workweeks / Class Workweeks) x Net Settlement Amount.
- Each Individual Settlement Share will be allocated as follows: 25% as wage (reported on an IRS form W-2) and 75% as penalties and interest (reported on an IRS form 1099). Each Individual Settlement Share will be reduced for employee’s share of taxes due on the portion allocated to wages prior, the remaining amount is referred to as the “Individual Settlement Payment.” Employer’s share of taxes will be paid by CASA separately and in addition to the Gross Settlement Amount.

The Individual PAGA Payment paid to Aggrieved Employees shall be calculated by the Settlement Administrator as follows:

- The Settlement Administrator will calculate the number of PAGA Workweeks for each Aggrieved Employee by determining the number of days between the hire and termination dates of employment during the PAGA Period (defined above), divided by seven (7).
- The Settlement Administrator will then determine the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).
- The Settlement Administrator will then use the following formula: Individual PAGA Share = (Aggrieved Employee’s Workweeks / PAGA Workweeks) x PAGA Payment.
- Each Individual PAGA Share will be allocated entirely as penalties and interest (reported on an IRS form 1099).

c. Who will receive settlement payments?

Any individual who is Class Member (as defined on page 2) who has not submitted a timely Request for Exclusion (i.e., a Participating Class Member) will receive an Individual Settlement Payment and any individual who is an Aggrieved Employee (as defined on page 2) will receive an Individual PAGA Payment.

d. How much can I expect to receive?

Page 1 of this Notice states the estimated gross amount(s) you may to receive if you participate in the Settlement. This amount is based on CASA’s employment records of your total number of Workweeks and/or PAGA Workweeks worked (as defined on page 2).

Your actual Individual Settlement Allocation and/or Individual PAGA Payment may be reduced or increased, however, based on a variety of things such as, the number of Participating Class Members or the number of Requests for Exclusion submitted, whether additional Class Members are identified or come forward, the amounts awarded by the Court, and the terms of the Court’s anticipated final approval order.

e. Class Representative Payment to the Named Plaintiff

The Court has also preliminarily approved a payment of \$7,500 to Plaintiff Minerva Castaneda as a Class Representative Payment. The Class Representative Payment will be paid from the Gross Settlement Amount. The Class Representative Payment is to compensate Plaintiff for the risk incurred and time and efforts in assisting with the prosecution of the Action on behalf of the Class Members, Aggrieved Employees, and State of California.

f. Attorneys’ Fees and Costs to Class Counsel

All payments for Class Counsel’s attorneys’ fees and reimbursement of litigation costs and expenses (i.e., the Attorneys’ Fees and Costs) will be deducted from the Gross Settlement Amount. Class Counsel will apply to the Court for final approval of the Attorneys’ Fees and Costs.

g. Settlement Administration Costs

The costs incurred by the Settlement Administrator in connection with administering the Settlement, such as providing Notice to the Class, receiving and determining Workweek Disputes, receiving and forwarding to the parties Requests for Exclusion and Objections received, if any, and calculating and distributing payments under the terms of the Settlement Agreement as approved by the Court, will be paid from the Gross Settlement Amount in an amount not to exceed \$15,000.

The Settlement Administrator is:

[INSERT contact information]

h. Payment to the California Labor and Workforce Development Agency

Two hundred thousand dollars (\$200,000) of the Gross Settlement Amount will be allocated as penalties authorized by the PAGA (i.e., the PAGA Settlement Amount), of which 75% (or \$150,000) will be paid to the LWDA and 25% (or \$50,000) will be distributed to Aggrieved Employees as described above on page 4.

i. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the Settlement Agreement based on its finding that the Settlement is reasonable, fair, and adequate for the Class. The above-listed payments may be adjusted by the Court.

5. WHAT ARE MY OPTIONS?

You may participate in the Settlement, in which case you need not take any action as this will occur automatically. Alternatively, you can request exclusion from the Settlement or object to the Settlement. The option you choose affects whether you will receive an Individual Settlement Payment and whether you give up certain rights. These options are also briefly summarized in the chart on the first page of this Notice.

a. How do I request to be excluded from the Settlement?

If you do not wish to participate in the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator, by mail, on or before [the Response Deadline]. If you submit a Request for Exclusion you may not make any objection to the Settlement Agreement. Aggrieved Employees may not request exclusion from the release of PAGA Released Claims.

To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last four digits of the Class Member's Social Security Number; (3) the Class Member's signature; (4) the name and case number of the Action; and (5) the following statement: "Please exclude me as a Class Member in the *Minerva Castaneda v. Casa de las Campanas, Inc.* matter, I understand that by excluding myself I will not receive any payment under the Settlement." or a statement of similar meaning. The Request for Exclusion must be returned by mail to the Settlement Administrator at the following address:

Castaneda v. Casa de las Campanas, Inc.

[INSERT]

A Class Member who does not request exclusion from the settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement Agreement, when the settlement is finally approved by the Court. Aggrieved Employees may not request exclusion from the release of PAGA Released Claims.

Any Class Member who submits a timely and complete Request for Exclusion shall, upon receipt, no longer be a Class Member and shall not receive an Individual Settlement Payment. Any such person, at his/her/their own expense, may pursue any claims he/she/they may have against CASA. However, there are deadlines to pursuing such claims, known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing a claim if you decide to opt out of this Settlement.

THE REQUEST FOR EXCLUSION MUST BE POSTMARKED NO LATER THAN [INSERT] IN ORDER TO BE TIMELY.

b. How do I object to the settlement?

If you choose to object to the Settlement, you may represent yourself or hire your own attorney.

In order to be timely, Objections must be in writing and be mailed to the Settlement Administrator at the address listed above and postmarked no later than [the Response Deadline].

A valid Objection must set forth in writing: (1) the Objector's full name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the Objector

plans to appear at the Final Approval Hearing; (6) the name and case number of the Action; and (7) the reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in support of the Objection.

IF THE COURT REJECTS YOUR OBJECTION AND APPROVES THE SETTLEMENT, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

6. RELEASED CLAIMS -- WHAT WILL I GIVE UP IF I PARTICIPATE IN THE SETTLEMENT?

Release by All Participating Class Members.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by CASA to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the settlement, all Participating Class Members release all Class Released Claims.

Released Class Claims means claims against the Released Parties (as defined below) asserted in the Complaint filed in the Action, any and all claims that may be or could have been asserted against the Released Parties based on the factual allegations in the Complaint, or related to the claims litigated in the Lawsuit (including both class allegations and claims made pursuant to PAGA), as follows: for the duration of the Class Period, the release includes for Participating Class Members: (1) all claims for failure to properly calculate and/or pay overtime wages; (2) all claims for failure to calculate and/or pay minimum wages; (3) all claims for failure to provide meal periods or proper compensation in lieu thereof; (4) all claims for failure to provide rest periods or proper compensation in lieu thereof; (5) all claims for failure to timely calculate and/or pay wages during employment; (6) all claims for failure to timely pay all wages due at the time of termination or resignation; (7) all claims for failure to provide accurate wage statements; (8) all claims for failure to maintain requisite payroll records; (9) all claims for failure to reimburse employees for necessary business expenses; and (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint.

For Aggrieved Employees, and, to the extent permitted by law and the State of California, the release includes, for the duration of the PAGA Period, all PAGA Released Claims.

PAGA Released Claims means claims asserted in the PAGA Notice and alleged in the Complaint, for PAGA civil penalties pursuant to Labor Code section 2699 in connection with any alleged violations of the Labor Code, including but not limited to sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, as well as the applicable IWC Wage Orders.

The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims."

The Released Claims also include any associated potential penalties, interest or attorneys' fees permitted under California law.

The Released Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law and the State of California) arising outside of the PAGA Period.

Released Parties means CASA, and any of its former and present parents, subsidiaries, affiliates, partners, alleged joint employers (including but not limited to entities managing the property location in which Settlement Class Members work or worked, staffing agencies and other entities that have provided temporary, leased, or other workers to, or for the benefit of, CASA, and/or other related entities) and their respective officers, directors, employees, partners, and agents, and any other successors, assigns, or legal representatives.

7. WILL I BE SUBJECT TO DISCIPLINE BASED ON WHETHER I PARTICIPATE IN THE SETTLEMENT?

CASA is prohibited by law from retaliating in any way based on your decision to participate or not participate in the settlement. Your decision to participate, not participate, or object to this Settlement will not impact your employment with CASA or CASA's treatment of you as a former employee.

8. WHO ARE THE LAWYERS REPRESENTING THE PARTIES?

Attorneys for Plaintiff, the Class, and the Aggrieved Employees: Attorneys for CASA:

D. Aaron Brock
Danielle L. GruppChang
Brock & Gonzales, LLP
6701 Center Drive West, Suite 610
Los Angeles, California 90045
Tel: 310.294.9595 / Fax: 310.961.3673

Thomas S. Ingrassia
Christine Y. Dixon
Pettit Kohn Ingrassia Lutz & Dolin PC
11622 El Camino Real, Suite 300
San Diego, California 92130
Tel: 858.755.8500 / Fax: 858.755.8504

9. WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice only summarizes this Action, the Settlement, and related matters. You can obtain a copy of the Settlement Agreement and other settlement-related documents on the Court's website for a fee.

You may also contact the following court-appointed neutral third-party Settlement Administrator for more information:

Castaneda v. Casa de las Campanas, Inc.

[insert]

Toll Free Telephone Number: [insert]

10. FINAL APPROVAL HEARING

The **California Superior Court, County of San Diego** will hold a hearing in **Department C-71, California Superior Court, County of San Diego, Hall of Justice, Fifth Floor, 330 West Broadway, San Diego, California 92101** on [INSERT – Final approval hearing date/time] to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Attorneys' Fees and Costs to Class Counsel and Class Representative Payment to Plaintiff. The hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing unless you object to the proposed Settlement.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE ADMINISTRATION PROCESS.

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

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 6701 Center Drive West, Ste. 610, Los Angeles, CA 90045.

On February 17, 2023, I served the foregoing documents described as: **DECLARATION OF DANIELLE L. GRUPPCHANG IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action, addressed as follows:

Thomas S. Ingrassia, Esq.

Christine Y. Dixon, Esq.

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

11622 El Camino Real, Suite 300

San Diego, CA 92130

Emails: tigrassia@pettitkohn.com; cdixon@pettitkohn.com

Attorneys for Defendant, CASA DE LAS CAMPANAS, INC.

☒ **ONLY BY ELECTRONIC TRANSMISSION.** Only by e-mailing the document(s) to the persons at the e-mail address(es) listed based on notice provided on **March 17, 2020** that, during the Coronavirus (Covid-19) pandemic, this office will be working remotely, not able to send physical mail as usual, and is therefore using only electronic mail. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

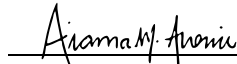
☐ **By U.S. Mail,** I deposited such envelope(s) in the mail at Los Angeles, California, with postage thereon fully prepaid.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

☐ **By Personal Service,** I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).

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

Executed on February 17, 2023, at Los Angeles, California.



Arianna Aveni