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8 **Attorneys for Plaintiff**

9 Minerva Castaneda

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO**

12 MINERVA CASTANEDA, individually, and
13 on behalf of other members of the general
14 public similarly situated and on behalf of
15 other aggrieved employees pursuant to the
16 California Private Attorneys General Act;

17 Plaintiff,

18 vs.

19 CASA DE LAS CAMPANAS, INC., a
20 California corporation; and DOES 1 through
21 100, inclusive,

22 Defendants.

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

Honorable Gregory W. Pollack
Department C-71

CLASS ACTION

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

Complaint Filed: May 20, 2021

FAC Filed: September 23, 2022

Trial Date: None Set

1 **ORDER**

2 The Court has reviewed and considered the Unopposed Motion for Preliminary Approval
3 of Class Action Settlement (“Motion for Preliminary Approval”) seeking approval of the Joint
4 Stipulation Re: Class Action and Representative Action Settlement (“Settlement” or “Settlement
5 Agreement”) submitted by Plaintiff Minerva Castaneda (“Plaintiff”) and Defendant Casa de las
6 Campanas, Inc. (“Defendant” or “CASA”) (Defendant and Plaintiff are collectively the “Parties”).

7 With good cause appearing, and pursuant to the parties’ Settlement Agreement, the Court
8 herby ORDERS that:

9 1. The Court preliminarily approves the Settlement Agreement attached as “Exhibit
10 A” to the Declaration of Danielle L. GruppChang In Support Of Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement. This is based on the court’s determination that the
12 Settlement appears to be fair, adequate, and reasonable. This Order incorporates by reference the
13 definitions in the Settlement Agreement and all terms defined therein shall have the same meaning
14 in this Order as set forth in the Settlement Agreement.

15 2. The Court concludes that, for settlement purposes only, the Classes meet the
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:
17 (a) the Classes are ascertainable and so numerous that joinder of all members of the Classes is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Classes with respect to the subject matter of
20 the litigation; (c) Plaintiff’s claims are typical of the claims of the members of the Classes; (d)
21 Plaintiff will fairly and adequately protect the interests of the members of the Classes; (e) a class
22 action is superior to other available methods for the efficient adjudication of the controversy; and
23 (f) the law firm of Brock & Gonzales, LLP (“Class Counsel”) is qualified to act as counsel for
24 Plaintiff in her individual capacity and as the representative of the Class.

25 3. The following Class is conditionally certified: any and all hourly-paid and/or non-
26 exempt employees that worked for Defendant in California during the period from May 20, 2017
27 through May 31, 2022 (the “Class Period”).

28 4. Plaintiff is preliminarily appointed as the representative of the Class.

1 5. Simpluris is appointed as the Settlement Administrator, and orders the Settlement
2 Administrator to administer the Settlement as set forth in the Settlement Agreement and in
3 accordance with the deadlines set forth below;

4 a. Within fourteen (14) calendar days of entry of this Order, Defendant shall
5 provide the Settlement Administrator with the Class List.

6 b. Within fourteen (14) calendar days of receiving the Class List, the
7 Settlement Administrator shall update the Class List through the National
8 Change of Address Database and mail the Class Notice to all Class
9 Members and Aggrieved Employees via U.S. Mail.

10 c. If any Class Notice is returned, the Settlement Administrator will search for
11 an alternate address by way of skip-trace and remail the Class Notice within
12 five (5) calendar days of receipt.

13 6. The Court approves, both as to form and content, the Notice of Class Action and
14 PAGA Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” Counsel for both Parties,
15 subject to mutual agreement, may make changes to the Notice as necessary to administer the
16 Settlement. The Court further finds that the procedure for distributing the Class Notice (discussed
17 herein and in the Settlement Agreement) is (i) constituted the best practicable notice; (ii)
18 constituted notice that is reasonably calculated, under the circumstances, to apprise Settlement
19 Class Members of the pendency of the Action, and their right to exclude himself from or object to
20 the proposed settlement and to appear at the Final Approval Hearing; (iii) is reasonable and
21 constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv)
22 met all applicable requirements of California law, due process, and any other applicable rules or
23 law;

24 a. The Class Notice will inform Class Members that unless they submit a
25 Request for Exclusion in accordance with the requirements set forth in the
26 Class Notice: they will Settlement Class Members; they will receive an
27 Individual Settlement Payment under the Agreement; and they will be
28 bound by the release of Class Released Claims.

- 1 b. The Class Notice will inform Aggrieved Employees that they will receive
2 an Individual PAGA Allocation under the Agreement and will be bound by
3 the release of PAGA Released Claims.
- 4 c. The Class Notice will inform Class Members of their right to object to the
5 Settlement and the procedure for doing so.
- 6 d. The Class Notice shall include a statement as to the number of Class
7 Workweeks and/or PAGA Workweeks attributable to each Class Member
8 and Aggrieved Employee, an explanation for how the Workweeks will be
9 used to calculate the Individual Settlement Payments and how PAGA
10 Workweeks will be used to calculate the Individual PAGA Payments, and
11 of the procedure for how to dispute the number of Workweeks attributed to
12 them.
- 13 7. All proceedings and all litigation of the Action is stayed pending the Final Approval
14 Hearing.
- 15 8. The preliminary approval of the Settlement, certification of the Class, and all
16 actions associated with them, are undertaken on the condition that they shall be vacated if the
17 Settlement Agreement is terminated or final approval of the Settlement is denied, or any appellate
18 court and/or other court of review in which event the Settlement Agreement and the fact that it was
19 entered into shall not be offered, received, or construed as an admission or as evidence for any
20 purpose, including but not limited to an admission by any Party of liability or non-liability or of
21 the certifiability of a litigation class or the appropriateness of maintaining a representative action.
- 22 9. A Final Approval Hearing shall be held before this Court on
23 _____ at _____ a.m./ p.m. in
24 Department C-71 of the Superior Court of California for the County of San Diego, located at the
25 Hall of Justice, 330 W Broadway, San Diego, CA 92101, to determine all necessary matters
26 concerning the Settlement, including: whether the proposed settlement of the action on the terms
27 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
28 approved by the Court; whether a judgment, as provided in the Settlement, should be entered

1 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
2 adequate, and reasonable to the Settlement Class Members; and determine whether to finally
3 approve the requests for Class Counsel's attorneys' fees and litigation costs and expenses, Class
4 Representative Payment, and Settlement Administration Costs.

5 10. Class Counsel shall file a motion for final approval of the Settlement and for the
6 allocations of Class Counsel's attorneys' fees and litigation costs and expenses, Class
7 Representative Payment, Settlement Administration Costs, and PAGA Payment, along with the
8 appropriate declarations and supporting evidence, including the Settlement Administrator's
9 declaration, by _____, to be heard at the Final Approval
10 Hearing.

11 **IT IS SO ORDERED.**

12
13 Dated: _____, 2023

Honorable Gregory W. Pollack
Judge of the Superior Court

EXHIBIT 1

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: **[PROPOSED] ORDER GRANTING 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.

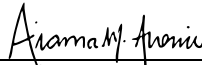
☐ **By U.S. Mail,** I deposited such envelope(s) in the mail at Los Angeles, California, with postage thereon fully prepaid.

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