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

JOSEFINA HERNANDEZ and JOVA
HERNANDEZ, individually, and on behalf of
other members of the general public similarly
situated, and as aggrieved employees pursuant to
the Private Attorneys General Act (“PAGA”),

Plaintiffs,

vs.

G. L. MEZZETTA, INC., a California
corporation; JRM IMPORTS & SALES, INC., a
California corporation; JRM MEZZETTA
COURT, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CV001280

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Josefina Hernandez and Jova Hernandez (“Plaintiffs”), as individuals and on behalf of all others alleged to be similarly situated and the State of California, and Defendant G.L. Mezzetta, Inc. (“Defendant”) (Plaintiffs and Defendant each a “Party” and collectively the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the action entitled *Hernandez et al. vs G.L. Mezzetta, Inc. et al.*, No. 22CV001280, currently pending in the Superior Court of the State of California for the County of Napa.
2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action as approved by the Court, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, and obtaining entry of a judgment terminating the Action, both to be paid from, and not in addition to, the Gross Settlement Amount. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Five Hundred Sixty-One Thousand Six Hundred Sixty-Seven Dollars (\$561,667). The Attorneys’ Fees and Costs will also include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty-Five Thousand Dollars (\$25,000), subject to the Court’s approval. Defendant agrees not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.
3. “Class Counsel” means Capstone Law APC.
4. “Class List” means a list of all Class Members that Defendant will diligently and in good faith compile from its records within thirty (30) calendar days after the date of the Preliminary Approval Order. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security or tax identification number; start date(s) and end date(s) of work at Defendant; and the estimated number of Workweeks that

each Class Member worked during the Class Period and PAGA Period. The Settlement Administrator will treat the Class List as confidential and shall not disclose the Class List to any person or entity. The Class List shall not be used for any purpose other than as set forth herein.

5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant as non-exempt, hourly paid employees or who provided services to Defendant as non-exempt, hourly paid temporary placement workers in the State of California at any time during the Class Period.

6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. “Class Period” means the period from January 28, 2020 through June 5, 2025.

8. “Class Representative Enhancement Payments” means the amounts to be awarded by the Court to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each. In no event shall the Class Representative Enhancement Payments to Plaintiffs be greater than \$20,000 in total.

9. “Court” means the Superior Court of the State of California for the County of Napa.

10. “Defendant” means Defendant G.L. Mezzetta, Inc.

11. “Effective Date” means two (2) court days after: (a) sixty-one (61) calendar days after the entry of the Final Approval Order and Judgment, if no timely motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the date sixty-one (61) calendar days after such appeal or other reconsideration or review has been finally concluded in favor of the Final Approval Order and Judgment and the Final Approval Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

12. “Final Approval Order and Judgment” means an order by the Court finally approving the Settlement Agreement as fair, reasonable, and adequate and certifying the Settlement Class for settlement purposes only, substantially in the form attached as Exhibit C.

13. “Gross Settlement Amount” means the Gross Settlement Amount of One Million Six Hundred Eighty Five Thousand Dollars (\$1,685,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes related to the Gross Settlement Amount as required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

14. “Individual Settlement Payment(s)” means each Participating Class Member’s and PAGA Member’s respective shares of the Net Settlement Fund and PAGA Fund.

15. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

16. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must: (a) state the case name and number of the Action; (b) include the Class Member’s full name, signature, address, and telephone number, (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) include copies of any papers, briefs, or other documents upon which the objection is based; (e) include a statement whether the objector intends to appear at the final fairness hearing; and (f) be postmarked on or before the Response Deadline.

17. “PAGA Members” means all persons who worked for Defendant as non-exempt, hourly paid employees or who provided services to Defendant as non-exempt, hourly paid temporary placement workers in the State of California at any time during the PAGA Period.

1 18. “PAGA Period” means the period from October 29, 2020 through June 5, 2025.

2 19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
3 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members to settle Released
4 PAGA Claims under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,
5 “PAGA”) (“PAGA Settlement”). The Parties have agreed that Eighty Thousand Dollars (\$80,000) of the
6 Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five
7 Percent (75%), or Sixty Thousand Dollars (\$60,000), of the PAGA Settlement Amount will be paid to
8 the LWDA (“LWDA Payment”), and Twenty-Five Percent (25%), or Twenty Thousand Dollars
9 (\$20,000) (“PAGA Fund”), of the PAGA Settlement Amount will be disbursed to PAGA Members, and
10 regardless whether they request to be excluded from the Settlement Class.

11 20. “Participating Class Members” means all Class Members who do not submit timely and
12 valid Requests for Exclusion.

13 21. “Preliminary Approval Order” means an order by the Court granting preliminary
14 approval of the Settlement Agreement, substantially in the form attached as Exhibit B.

15 22. “Qualified Settlement Account” means “Qualified Settlement Fund” under Section
16 468B of the Code and Treas. Reg. § 1.468B-1, 26 CFR § 1.468B-1, *et seq.*, and will be administered by
17 the Settlement Administrator as such. Among other duties of the Settlement Administrator provided by
18 this Settlement, the Settlement Administrator will open and administer a settlement account in such a
19 manner as to qualify, and maintain the qualification of, the Qualified Settlement Account as a “Qualified
20 Settlement Fund” under Section 468B of the Code and Treas. Reg. § 1.468B-1 and satisfy all federal,
21 state, and local income and other tax reporting, return, and filing requirements with respect to the
22 Qualified Settlement Account. The Parties and the Settlement Administrator will treat the Qualified
23 Settlement Account as coming into existence as a Qualified Settlement Fund on the earliest date
24 permitted as set forth in 26 CFR § 1.468B-1(j)(2)(i), and such election statement will be attached to the
25 appropriate returns as required by 26 CFR § 1.468B-1(j)(2)(ii).

26 23. “Released Class Claims” means all manner of action, causes of action, claims, demands,
27 rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties,
28 losses, costs, expenses, and attorneys’ fees, whether known and unknown, in law or equity, fixed or

contingent, arising from, or related to the facts alleged in the Action, including, but not limited to: (a) any alleged failure by Defendant to provide compliant meal and rest periods, or to pay meal period premiums or rest period premiums, to Class Members; (b) any alleged failure by Defendant to pay any wages due, including, but not limited to, regular, minimum, meal period premiums or rest period premiums, or overtime wages; (c) any alleged failure by Defendant to provide compliant wage statements to or maintain accurate payroll records for Class Members; (d) any alleged failure by Defendant to timely pay wages or waiting or reporting time or final wages; (e) any alleged right or claim for unfair business practices in violation of California Business & Professions Code § 17200, *et seq.* arising from the conduct alleged in the Action; (f) any Labor Code violations, including violations of Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and 8 C.C.R. section 11080; and (g) all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Action during the Class Period.

24. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Action and Plaintiffs’ PAGA notices to the LWDA during the PAGA Period.

25. “Released Parties” means Defendant as well as its direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, service providers, staffing or placement agencies, insurers, and all persons acting by, through, or under any of them.

26. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Agreement. The Request for Exclusion must: (a) state the case name and number of the Action; (b) set forth the name, address, and telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be addressed to the Settlement Administrator; (e) clearly state that the Class Member does not wish to be included in the Settlement; and (f) be postmarked on or before the Response Deadline.

27. “Response Deadline” means the deadline by which Class Members must postmark Requests for Exclusion, postmark disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

28. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated to be Twenty Thousand Dollars (\$20,000). To the extent actual Settlement Administrations Costs are greater than Twenty Thousand Dollars (\$20,000), such excess amount shall be paid from, and shall not be in addition to, the Gross Settlement Amount.

29. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action settlement administrator mutually agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

30. “Workweeks” means any week (i.e., seven consecutive 24-hour days from Sunday to Saturday), subtracting the number of weeks a Class Member was on leave of absence (if any). All Class Members will be deemed to have worked during at least one Workweek during the Class Period, and all PAGA Members will be deemed to have worked during at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves, the Settlement Class, and the State of California, and

1 Defendant agree as follows:

2 31. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
3 the Gross Settlement Amount of One Million Six Hundred Eighty Five Thousand Dollars (\$1,685,000)
4 into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will
5 pay any applicable employer-side payroll taxes related to the Gross Settlement Amount separately. The
6 Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the LWDA Payment;
7 (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement
8 Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer's share of
9 payroll taxes within fourteen (14) calendar days of the Effective Date ("Funding Date").

10 32. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede an application or
11 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs so long as the
12 application or motion does not seek more than Five Hundred Sixty-One Thousand Six Hundred Sixty-
13 Seven Dollars (\$561,667), plus the reimbursement of all out-of-pocket costs and expenses associated
14 with Class Counsel's litigation and settlement of the Action (including expert/consultant fees,
15 investigations costs, etc.), not to exceed Twenty Five Thousand Dollars (\$25,000), both of which will be
16 paid from the Gross Settlement Amount.

17 33. Class Representative Enhancement Payments. Defendant agrees not to oppose an
18 application or motion for Class Representative Enhancement Payments that does not seek more than Ten
19 Thousand Dollars (\$10,000) to each Plaintiff. The Class Representative Enhancement Payments will be
20 paid from the Gross Settlement Amount contingent upon the Settlement Administrator receiving a
21 completed IRS Form W-9 from both Plaintiffs and will be in addition to Plaintiffs' Individual Settlement
22 Payments paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and
23 all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs understand and agree
24 that this Settlement Agreement shall remain in full force and effect even if the full amount of Class
25 Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

26 34. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross
28 Settlement Amount, which is currently estimated to be Twenty Thousand Dollars (\$20,000). These

costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

35. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Eighty Thousand Dollars (\$80,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Sixty Thousand Dollars (\$60,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twenty Thousand Dollars (\$20,000), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

36. No Right to Exclusion or Objections to the PAGA Settlement. Because the PAGA Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as private attorneys general of, and for, the State of California and the LWDA, all PAGA Members will receive their shares of the PAGA Fund regardless of whether they submit a Request for Exclusion from or Notice of Objection to the Settlement Agreement.

37. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

38. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

39. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

39(a) Payments from the Net Settlement Fund. Defendant will provide the Settlement Administrator with the estimated number of Workweeks worked by each Class Member during the Class Period and the estimated total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual

Settlement Payment” from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement Payment” from the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment from the Net Settlement Fund will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Participating Class Members equals 100% of the Net Settlement Fund.

39(b) Payments from the PAGA Fund. Defendant will provide the Settlement Administrator with the estimated number of Workweeks worked by each PAGA Member during the PAGA Period and the estimated total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated “Individual Settlement Payment” from the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks worked by the PAGA Members during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s “Individual Settlement Payment” from the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Workweeks during the PAGA Period by the PAGA Workweek Value. The

entire PAGA Fund will be disbursed to all PAGA Members.

40. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members and PAGA Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

41. Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

42. Delivery of the Class List. Within thirty (30) calendar days of the Preliminary Approval Order, Defendant will provide the Class List to the Settlement Administrator.

43. Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

44. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will, within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by

request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or a Notice of Objection to the Settlement.

45. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice (substantially in the form attached as Exhibit A) will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

46. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute the start or end date of their work at Defendant or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding any dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

47. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark a written Request for Exclusion addressed to the Settlement Administrator within the Response Deadline. The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

48. Defective Request For Exclusion Submission. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that

his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

49. Escalator. Defendant represents that Class Members worked an aggregate total of approximately Eighty-Seven Thousand Five Hundred (87,500) Workweeks from January 28, 2020 through March 5, 2025. If the actual aggregate total of Workweeks worked during the Class Period is greater than Ten Percent (10%) of this estimate (i.e., greater than Ninety-Six Thousand Two Hundred Fifty (96,250) Workweeks), then Defendant shall have the option to either: (a) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members during the Class Period above ten percent (10%) allowance (e.g., if the total number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) advance the end date of the Class Period and PAGA Period to the last date on which the total number of Workweeks worked by Class Members in aggregate during the Class Period is no greater than Ninety-Six Thousand Two Hundred Fifty (96,250).

50. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants final approval of the Settlement.

51. Releases by Participating Class Members. Upon the Funding Date, each Participating Class Member, together and individually, on their behalf and on behalf of their respective successors, assigns, legatees, heirs, executors, administrators, agents, attorneys, and personal representatives, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

52. Releases by PAGA Members. Upon the Funding Date, each PAGA Member, together and individually, on behalf of themselves, their respective successors, assigns, legatees, heirs, executors, administrators, agents, attorneys, personal representatives, and the LWDA, shall fully and forever release

1 and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims
2 during the PAGA Period.

3 53. Objection Procedures. To object to the Settlement Agreement, a Class Member may
4 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
5 Deadline, or appear in person at the final fairness hearing. The Notice of Objection must be signed by the
6 Class Member and contain all information required by this Settlement Agreement. The postmark date of
7 the mailing to the Settlement Administrator shall be deemed the exclusive means for determining that the
8 Notice of Objection is timely. Class Members who fail to object by submitting a valid Notice of
9 Objection or appearing in person at the final fairness hearing will be deemed to have waived all
10 objections to the Settlement and will be foreclosed from making any objections, whether by appeal or
11 otherwise, to the Settlement Agreement. Class Members who submit a timely Notice of Objection that
12 includes a statement that the Class Member intends to appear at the final fairness hearing will have a
13 right to appear at the final fairness hearing. At no time will any of the Parties or their counsel seek to
14 solicit or otherwise encourage Class Members to submit Notices of Objections or Requests for
15 Exclusions to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class
16 Counsel will not represent any Class Members with respect to any objections to this Settlement. If a
17 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
18 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
19 Class Member shall not participate in or be bound by the Settlement.

20 54. Certification Reports Regarding Individual Settlement Payment Calculations. The
21 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
22 certifies the number of Class Members who have submitted valid Requests for Exclusion or Notices of
23 Objections to the Settlement, and whether any Class Member has submitted a challenge to any
24 information contained in their Class Notice, including those received after the Response Deadline.
25 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports
26 regarding the administration of the Settlement Agreement as needed or requested.

27 55. Distribution Timing of Individual Settlement Payments. Within fourteen (14) calendar
28 days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class

Members and PAGA Members; (b) the LWDA; (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also issue a payment of the Settlement Administration Costs to itself.

56. Un-cashed Settlement Checks. Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division in the name of each Class Member who did not negotiate his or her check, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

57. Certification of Completion. Within five (5) business days after the Response Deadline, the Settlement Administrator will provide a written declaration under oath to certify the completion of its notice-related tasks to the Court and counsel for all Parties.

58. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Twenty-Five Percent (25%) of each Individual Settlement Payment will be allocated as wages subject to applicable tax withholdings and for which IRS Forms W-2 will be issued; and (b) Seventy-Five Percent (75%) will be allocated as interest and penalties for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as penalties for which IRS Forms 1099-MISC will be issued.

59. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

60. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

61. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS

1 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
2 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
3 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
4 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
5 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
6 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
7 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
8 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
9 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
10 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
11 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
12 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
13 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
14 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
15 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
16 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
17 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
18 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
19 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
20 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
21 AGREEMENT.

22 62. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
23 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
25 action or right herein released and discharged.

26 63. Nullification of Settlement Agreement. In the event that: (a) the Court conditions its
27 approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any
28 modifications of this Settlement Agreement that are not acceptable to all Parties; (b) the Court does not

1 approve the Settlement or enter the Final Approval Order and Judgment as provided herein; or (c) the
2 Settlement does not become final for any other reason, then this Settlement Agreement, and any
3 documents generated to bring it into effect, will be null and void *ab initio*. Any order or judgment
4 entered by the Court in furtherance of this Settlement Agreement, including, but not limited to,
5 conditional certification of the Class, conditional appointment of Plaintiffs as class representatives and
6 conditional appointment of Class Counsel, will likewise be treated as void from the beginning. The
7 Action will revert to the status that existed before the Settlement Agreement's execution date, and no
8 term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations
9 or documentation will have any effect or be admissible into evidence for any purpose in the Action or
10 any other proceeding. If more than ten percent (10%) of Class Members request exclusion, then
11 Defendant may, in its sole discretion, at any time before the final fairness hearing, notify Plaintiffs
12 through their counsel in writing that it has elected to terminate this Agreement. If Defendant chooses to
13 exercise this option, this Agreement will be deemed null and void *ab initio* as provided in this Section, and
14 Defendant shall be solely responsible for any Settlement Administration Costs incurred to date.

15 64. Preliminary Approval Hearing. Within thirty (30) days after the execution of this
16 Agreement, Plaintiffs will obtain a hearing before the Court to request the preliminary approval of the
17 Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of
18 the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement
19 Agreement, (c) setting a date for a final fairness hearing, (d) appointing Plaintiffs as class representatives
20 for settlement purposes only; and (e) appointing the Capstone Law APC as Class Counsel for settlement
21 purposes only. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
22 Members as specified herein. In conjunction with the preliminary approval hearing, Plaintiffs will submit
23 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
24 Notice of Class Action Settlement, attached as Exhibit A. Plaintiffs will also provide a copy of the
25 Settlement Agreement to the LWDA, pursuant to California Labor Code § 2699(1)(2), at the same time
26 that it is submitted to the Court. Class Counsel will be responsible for drafting all documents necessary to
27 obtain preliminary approval and providing Defendant with a copy at least ten (10) calendar days prior to
28 filing so Defendant may provide any comments or suggested revisions, and the Parties can confer on,

1 and mutually agree to its final language. Defendant may, but is not required, to file a separate brief in
2 relation to the preliminary approval hearing.

3 65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
4 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
5 Court's permission, a final fairness hearing will be conducted to determine the final approval of the
6 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
7 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the LWDA
8 Payment; (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all
9 documents necessary to obtain final approval and providing Defendant with a copy at least ten (10)
10 calendar days prior to filing so Defendant may provide any comments or suggested revisions, and the
11 Parties can confer on, and mutually agree to its final language. Defendant may, but is not required, to file
12 a separate brief in relation to the preliminary approval hearing. Class Counsel will also be responsible for
13 drafting the attorneys' fees and costs application to be heard at the final fairness hearing.

14 66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
15 Court, the Parties will present the Judgment to the Court for its approval pursuant to California Rules of
16 Court, Rule 3.769(h). After entry of the Judgment, the Court will have continuing jurisdiction solely for
17 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
18 Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court
19 rules or as set forth in this Settlement Agreement.

20 67. Release by Plaintiffs. Upon entry of the Final Approval Order and Judgment, Plaintiffs,
21 and each of their successors, assigns, legatees, heirs, and personal representatives, will release and
22 forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all
23 manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts,
24 agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees,
25 known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released
26 Parties at any time before the date of execution of this Settlement Agreement and also during the Class
27 Period. To the extent the foregoing release is a release to which Section 1542 of the California Civil
28 Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all

rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

68. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

69. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

70. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of the Action, except such proceedings necessary to implement and obtain entry of the Final Approval Order and Judgment. The Parties further agree that the mutual, voluntary cessation of litigation will terminate if the motion for entry of the Preliminary Approval Order or the Final Approval Order and Judgment are denied by the Court.

71. Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed either by the Court or by the Parties' written agreement without notice to the Class.

72. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their respective counsel,

and approved by the Court.

73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

76. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

78. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

79. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,

1 and either Party may appeal any court order that materially alters the Settlement Agreement's terms.

2 80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
3 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
4 approved, the stipulation to certification will be void. The Parties further agree that certification for
5 purposes of the Settlement is not an admission that class action certification is proper under the standards
6 applied to contested certification motions and that this Settlement Agreement will not be admissible in
7 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
8 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms. Defendant
9 shall retain all their rights to object to the maintenance of the Action as a class action, and nothing in this
10 Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence
11 or argument by any Party concerning whether the Action may properly be maintained as a class action.

12 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
13 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
14 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
15 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
16 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
17 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct.
18 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
19 connected with it, will be construed as an admission or concession by Defendant of any such violations
20 or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
21 of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received
22 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or
23 to establish the existence of any condition constituting a violation of, or a non-compliance with, federal,
24 state, local or other applicable law.

25 82. Agreement Constitutes a Complete Defense. To the extent permitted by law, this
26 Settlement Agreement may be pled as a full and complete defense to any action, suit, or other
27 proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary to any
28 releases contained herein, including the release of the Released Class Claims and the Released PAGA

1 Claims.

2 83. No Public Comment. Prior to entry of the Preliminary Approval Order, the Parties and
3 their counsel agree that they will not issue any press releases, initiate any contact with the press, respond
4 to any press inquiry, or have any communication with the press about the fact, amount or terms of the
5 Settlement.

6 84. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
7 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
8 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

9 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
10 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
11 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
12 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
13 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

14 86. Representation By Counsel. The Parties acknowledge that they have been represented
15 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
16 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
17 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

18 87. All Terms Subject to Final Court Approval. All amounts and procedures described in
19 this Settlement Agreement herein will be subject to final Court approval.

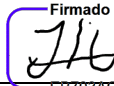
20 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
21 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
22 Settlement Agreement.

23 89. Binding Agreement. The Parties warrant that they understand and have full authority to
24 enter into this Settlement Agreement, further intend that this Settlement Agreement will be fully
25 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in
26 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
27 otherwise might apply under federal or state law.
28

READ CAREFULLY BEFORE SIGNING

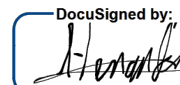
PLAINTIFF

Dated: 7/8/2025

Firmado por:

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Josefina Hernandez

PLAINTIFF

Dated: 7/4/2025

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4800F12810D549F...
Jova Hernandez

DEFENDANT G.L. MEZZETTA, INC.

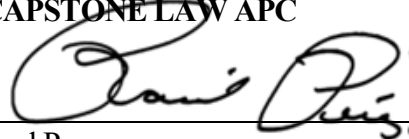
Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 7/8/2025

By: 
Raul Perez
Attorneys for Plaintiffs Josefina Hernandez and Jova Hernandez

COOLEY LLP

Dated: _____

By: _____
Michelle Doolin
Attorneys for Defendant G.L. Mezzetta, Inc.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____
Josefina Hernandez

PLAINTIFF

Dated: _____
Jova Hernandez

DEFENDANT G.L. MEZZETTA, INC.

Dated: August 15, 2025
Jeffrey Mezzetta
Please Print Name of Authorized Signatory
By: Jeffrey Mezzetta, Chief Executive Officer

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____
By: _____
Raul Perez
Attorneys for Plaintiffs Josefina Hernandez and Jova Hernandez

COOLEY LLP

Dated: August 20, 2025
By: Michelle C. Doolin
Michelle Doolin
Attorneys for Defendant G.L. Mezzetta, Inc.

EXHIBIT A

Notice of Class Action Settlement

Hernandez et al. v. G.L. Mezzetta, Inc. et al., Case No. 22CV001280
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF NAPA

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION. THIS IS NOT A LAWSUIT AGAINST YOU, AND YOU ARE NOT BEING SUED. BUT YOUR LEGAL RIGHTS MAY BE AFFECTED.

*Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***-***-*****

To: All persons who worked for Defendant G.L. Mezzetta, Inc. (“Defendant”) as non-exempt, hourly paid employees or who provided services to Defendant as non-exempt, hourly paid temporary placement workers in the State of California at any time during the period from January 28, 2020 through June 5, 2025 (each a “Class Member” and collectively “Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees or who provided services to Defendant as non-exempt, hourly paid temporary placement workers in the State of California at any time during the period from October 29, 2020 through June 5, 2025 (each a “PAGA Member” and collectively “PAGA Members”).

A settlement (“Settlement”) has been proposed in the lawsuit referenced above pending in the Napa County Superior Court (“Court”) titled *Hernandez et al. v. G.L. Mezzetta, Inc. et al.*, Case No. 22CV001280 (the “Action”). **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the Settlement.** If the Court gives final approval of the Settlement, and there is no subsequent appeal, Defendant will provide a payment to each Class Member. The Court has ordered the litigants to notify all Class Members of the Settlement.

Unless you choose to opt out of the Settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the Settlement, and there is no subsequent appeal, you will be mailed a check for your share of the Settlement fund. The final fairness hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at **:00 .m. on , 2025** in Department A of the Napa County Superior Court located at 825 Brown Street, Napa, California 94559.

Please also note that the final fairness hearing may be rescheduled by the Court to another date and/or time. Please visit **[settlement website]** for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, a payment from the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and you will give up your right to assert your own individual wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period. If the Court grants final approval to the Settlement, the Settlement Administrator will mail your check to the address for you listed above unless you update your address.	Deadline: N/A
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written "Request for Exclusion." Once excluded, you will not receive a payment from the Net Settlement Fund. Excluding yourself is the only option that allows you to bring or maintain your own individual lawsuit against Defendant regarding the allegations or claims in the Action. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.	Deadline To Opt Out: [DATE]
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	If you do not like the Settlement or believe it is deficient in some way, you can submit a written "Notice of Objection" to the Settlement Administrator, and it will be presented to the Court. Submitting an objection does not exclude you from the Settlement, and you will still receive a payment under the Settlement if the Court approves the Settlement despite your or any other objection. You cannot object to the PAGA Settlement.	Deadline to Submit Written Objections: [DATE]
You Can Participate in the Final Fairness Hearing	The Court will hold a final fairness hearing to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Plaintiffs' request for a service award for bringing the Action. The Court's final fairness hearing is scheduled to take place on [DATE] at [TIME] in Department A of the Napa County Superior Court located at 825 Brown Street, Napa, California 94559. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can speak at the final fairness hearing about any objection to the Settlement that they submitted. If the Court grants final approval of the Settlement despite your objection, you will receive a settlement payment and you will be bound by the terms of the Settlement and its release.	Hearing Date: [DATE]

Questions? Contact the Settlement Administrator toll free at 1-***-***-****

Summary of the Litigation

Plaintiffs Josefina Hernandez and Jova Hernandez (“Plaintiffs”), on their own behalf and on behalf of others alleged to be similarly situated, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: **(1)** pay minimum and overtime wages to employees for all hours worked; **(2)** provide employees with meal and rest breaks or pay meal period premiums or rest period premiums; **(3)** timely pay all wages owed to employees during each pay period and upon termination of their employment or pay waiting or reporting time; and **(4)** provide employees with accurate, itemized wage statements or maintain accurate payroll records. Plaintiffs also plead an unfair business practices cause of action (Cal. Bus. Prof. Code § 17200), relating to these allegations and claims.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 5, 2025, the parties participated in a mediation with Daniel Turner, Esq., an experienced and well-respected class action mediator. With Mr. Turner’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the Class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability against Defendant. Defendant further denies that any Class Member is entitled to any relief, and other than for settlement purposes, that this Action is appropriate for certification as a class action. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the claims in the Action. The Court has not decided whether the Plaintiffs or Defendant should win this Action and there was no trial. Instead, both sides agreed to the Settlement in order to limit further expense, inconvenience, and uncertainty with the Action. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all, in the form of compensation from the Settlement.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,685,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$10,000, each, to Plaintiffs Josefina Hernandez and Jova Hernandez for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) up to \$561,667 in attorneys’ fees and up to \$25,000 in litigation costs and expenses; (4) a \$80,000 settlement of claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”), inclusive of a \$60,000 payment to the California Labor and Workforce Development Agency (“LWDA”) and a \$20,000 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$[REDACTED]. After deducting the above payments, the remaining amount (“Net Settlement Fund”) will be allocated to Class Members who do not opt out of the Settlement Class. Additionally, all PAGA Members will receive a proportional share of the \$20,000 PAGA Fund, regardless of whether they opt out of the Settlement Class.

Individual Payments from Net Settlement Fund. Defendant will calculate the total number of “Workweeks” worked by each Class Member from January 28, 2020 through June 5, 2025 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The individual settlement payment from the Net Settlement Fund will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Participating Class Members equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the Class Period in a non-exempt, hourly paid position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from October 29, 2020 through June 5, 2025 (“PAGA Period”) and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of PAGA claims and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt, hourly paid position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Payment: Based on the above, your estimated payment from the Settlement is approximately \$ [REDACTED]. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o [REDACTED]

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099-MISC will be distributed to Participating Class Members, PAGA Members, and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 25% of each Settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as interests and penalties for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as penalties for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: The claims released by Class Members against the “Released Parties,” other than those who submit requests for exclusion, are: All manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, whether known and unknown, in law or equity, fixed or contingent, arising from, or related to the facts alleged in the Action, including, but not limited to: (a) any alleged failure by Defendant to provide compliant meal and rest periods, or to pay meal period premiums or rest period premiums, to Class Members; (b) any alleged failure by Defendant to pay any wages due, including, but not limited to, regular, minimum, meal period premiums or rest period premiums, or overtime wages; (c) any alleged failure by Defendant to provide compliant wage statements to or maintain accurate payroll records for Class Members; (d) any alleged failure by Defendant to timely pay wages or waiting or reporting time or final wages; (e) any alleged right or claim for unfair business practices in violation of California Business & Professions Code § 17200, *et seq.* arising from the conduct alleged in the Action; (f) any Labor Code violations, including violations of Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and 8 C.C.R. section 11080; and (g) all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Action during the Class Period. “Released Parties” means Defendant as well as its direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, service providers, staffing or placement agencies, insurers, and all persons acting by, through, or under any of them.

Released PAGA Claims: All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Action and Plaintiffs’ PAGA notices to the LWDA during the PAGA Period.

Defendant respects your right to participate in the Action and will take no adverse action or retaliate against you should you accept payment under the Settlement.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement. The written Request for Exclusion must state the case name and number of the Action and include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o [REDACTED]
[REDACTED]

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The Request for Exclusion must be postmarked no later than [REDACTED], 2025. If you submit a Request for Exclusion which is not postmarked by [REDACTED], 2025, your Request for Exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Settlement payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit a written Notice of Objection stating why you object to the Settlement. Notice of Objections must provide: (1) the case name and number of the Action, (2) your full name, signature, address, and telephone number, (3) a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) copies of any papers, briefs, or other documents upon which the objection is based; and (5) a statement about whether you intend to appear at the final fairness hearing. The Notice of Objection must be signed and mailed to the administrator at [administrator's address].

All Notice of Objections must be received by the administrator by not later than [REDACTED] 2025. By submitting a Notice of Objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions to opt out of the Settlement described above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only. If you do submit both a Notice of Objection and a Request for Exclusion, your Request for Exclusion will control and your objection will be deemed invalid and withdrawn.

You may also, if you wish, appear at the final fairness hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the Superior Court of the State of California, for the County of Napa and discuss your submitted objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to your individual settlement amount from the Settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class and Representative Action Settlement is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the case and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. In order to see the complete file you should visit the Clerk's office at Napa County Superior Court, Historic Courthouse, 825 Brown Street, Napa, CA 94559. The Clerk will tell you how to obtain the file for inspection and copying at your own expense. If you are seeking to obtain documents from the Court file, please be aware that the Settlement Agreement is attached to the Declaration of Raul Perez in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as an exhibit. All inquiries by Class Members regarding this Class Notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel (contact listed below).

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

Questions? Contact the Settlement Administrator toll free at 1-[REDACTED]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT B

[Proposed] Preliminary Approval Order

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA

JOSEFINA HERNANDEZ and JOVA
HERNANDEZ, individually and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

v.

G.L. MEZZETTA, INC., a California
corporation; JRM IMPORTS & SALES, INC.,
a California corporation; JRM MEZZETTA
COURT, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV001280

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AND PROVISIONAL CLASS CERTIFICATION**

Date Action Filed: October 29, 2021
FAC Filed: January 18, 2022
SAC Filed: December 1, 2022

On [REDACTED], 2025, this Court heard the unopposed motion for preliminary approval of class settlement and provisional class certification of Plaintiffs Josefina Hernandez and Jova Hernandez ("Plaintiffs") under California Rule of Court 3.769. This Court reviewed the motion, including the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement" or "Agreement"). Based on this review and the findings below, the Court finds good cause to GRANT the motion.

FINDINGS:

1. Unless otherwise specified, defined terms in this Order Granting Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification (the "Preliminary Approval Order") have the same definition as the terms in the Agreement.

2. The Court determines that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the final approval hearing. More specifically, the Court finds on a preliminary basis that:

(a) The Settlement provides for a Gross Settlement Amount of one million, six hundred eighty-five thousand dollars and no cents (\$1,685,000.00) that Defendant G.L. Mezzetta, Inc. ("Defendant") will pay into the settlement fund pursuant to the terms and timing specified in the Agreement. The Settlement further provides that the Net Settlement Fund shall be calculated by subtracting the following amounts from the total of the Gross Settlement Amount: (1) the Attorneys' Fees and Costs award; (2) all Settlement Administration Costs; (3) the Class Representative Enhancement Payments; and (4) the PAGA Settlement Amount allocated under the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA") (i.e., \$80,000.00), including the payment to the California Labor Workforce and Development Agency ("LWDA") and the PAGA Fund distributed to the PAGA Members. If the Settlement is approved, the full amount of the Net Settlement Fund will be paid out to Participating Class Members who do not exclude themselves from the Settlement in accordance with the terms of the Agreement.

(b) The Agreement is fair, adequate and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to liability and damages

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issues.

(c) Settlement at this time will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of this class action.

(d) The Settlement does not improperly grant preferential treatment to the class representative or segments of the class, supporting a presumption of fairness.

(e) Adequate inquiry, investigation, and discovery have been conducted so that counsels for the Parties are able to reasonably evaluate their respective positions, supporting a presumption of fairness.

(f) The Agreement has been reached as a result of intensive, serious and non-collusive, arms-length negotiations, supporting a presumption of fairness.

3. The Court finds that distribution of the Notice of Class Action Settlement (the “Class Notice”), substantially in the form attached hereto as “Exhibit A,” via First-Class U.S. Mail to Class Members, constitutes the best notice practicable under the circumstances, (b) constitutes valid, due, and sufficient notice to all members of the Settlement Class, and (c) complies fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

4. For settlement purposes only, the Settlement Class is so numerous that joinder of all Class Members is impracticable, Plaintiffs’ claims are typical of the Settlement Class’s claims, there are questions of law and fact common to the Settlement Class, which predominate over any questions affecting only individual Settlement Class Members, and class certification is superior to other available methods for the fair and efficient adjudication of the controversy. These certification findings are conditional, and as stated in the Agreement in Section 63, Defendant reserves all rights to object to or contest certification if the Settlement is not approved.

5. Pursuant to Labor Code section 2699, subdivision (l)(2), the Court notes that Plaintiffs provided a copy of the Agreement to the LWDA at the same time that Plaintiffs provided it to the Court, and the Court has reviewed the Settlement’s provisions relating to the settlement of claims under PAGA. The Court preliminarily finds that the payment of eighty thousand dollars

320796745 v1

1 and no cents (\$80,000.00) for settlement of any and all claims for which civil penalties under PAGA
2 may be sought or are otherwise available (the “PAGA Settlement Amount”) is fair and adequate.
3 Further, the Court preliminarily finds that the PAGA Settlement Amount satisfies the requirements
4 of California Labor Code section 2699, subdivision (i) because \$60,000.00 (75%) of the PAGA
5 Settlement Amount is allocated to the LWDA for the enforcement of labor laws and education of
6 employers, and \$20,000.00 (25%) is allocated for distribution to PAGA Members.

7 **IT IS ORDERED THAT:**

8 1. **Settlement Preliminary Approval.** The Agreement and the Class Notice are
9 preliminarily approved.

10 2. **Provisional Certification.** The Settlement Class is provisionally certified for
11 settlement purposes only as a class of “all persons who worked for Defendant as non-exempt,
12 hourly paid employees or who provided services to Defendant as non-exempt, hourly paid
13 temporary placement workers in the State of California at any time between January 28, 2020 and
14 June 5, 2025.” Excluded from the Settlement Class are Class Members who submit a timely and
15 valid Request for Exclusion pursuant to the Settlement Agreement.

16 3. **Appointment of Class Representatives and Class Counsel.** Plaintiffs Josefina
17 Hernandez and Jova Hernandez are conditionally certified as the class representatives to implement
18 the Parties’ Settlement in accordance with the Agreement. Capstone Law APC is conditionally
19 appointed as Class Counsel. Class Counsel is conditionally authorized to act on behalf of the
20 Settlement Class with respect to all acts or consents required by, or which may be given, pursuant
21 to the Settlement, and such other acts necessary to finalize the Settlement Agreement and its terms.
22 Any Class Member may enter an appearance through his or her own counsel at such Class
23 Member’s own expense. Any Class Member who does not enter an appearance or appear on his or
24 her own behalf will be represented by Class Counsel for settlement purposes only. Plaintiffs and
25 Class Counsel must fairly and adequately protect the Settlement Class’s interests.

26 4. **Appointment of Settlement Administrator.** [REDACTED] is hereby appointed as
27 the Settlement Administrator for this case.
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320796745 v1

1 5. **Provision of Class Notice.** On or before thirty (30) calendar days following service
2 of a notice of the entry of this order upon it, Defendant shall provide the Class List to the Settlement
3 Administrator. On or before twenty-one (21) calendar days after receiving the Class List from
4 Defendant, the Settlement Administrator shall mail a Class Notice to all Class Members via regular
5 First-Class U.S. Mail in the manner specified under Section 43 of the Agreement.

6 6. **Response Deadline.** The Response Deadline shall be forty-five (45) calendar days
7 after the initial mailing of the Class Notice by the Settlement Administrator. In the event of a re-
8 mailed Notice, the Response Deadline will be extended for an additional fifteen (15) calendar days
9 or until the Response Deadline, whichever is later, for that individual Class Member.

10 7. **Objection to Settlement.** Class Members who have not submitted a timely and
11 valid Request for Exclusion pursuant to the Agreement and who want to object to the Agreement
12 must submit a Notice of Objection to the Settlement Administrator. For the Notice of Objection to
13 be timely and valid, it must: (a) state the case name and number; (b) include the Class Member's
14 full name, signature, address, and telephone number, (c) include a written statement of all grounds
15 for the objection accompanied by any legal support for such objection; (d) include copies of any
16 papers, briefs, or other documents upon which the objection is based; (e) include a statement
17 whether the objector intends to appear at the final fairness hearing; and (f) be postmarked on or
18 before the Response Deadline. The date of the postmark on the mailing envelope shall be the
19 exclusive means to determine whether a Notice of Objection has been timely submitted.

20 8. **Failure to Object to Settlement.** Class Members who fail to object to the
21 Agreement in the manner specified above will: (a) be deemed to have waived their right to object
22 to the Agreement; and (b) be foreclosed from objecting (whether by a subsequent objection,
23 intervention, appeal, or any other process) to the Agreement.

24 9. **Requesting Exclusion.** Any Class Member wishing to be excluded from or to opt-
25 out from the Agreement must submit a written Request for Exclusion to the Settlement
26 Administrator containing all the information required by the Agreement. The Request for
27 Exclusion must: (a) state the case name and number; (b) set forth the name, address, and telephone
28 number and last four digits of the Social Security Number of the Class Member requesting

320796745 v1

1 exclusion; (c) be signed by the Class Member; (d) be addressed to the Settlement Administrator;
2 (e) clearly state that the Class Member does not wish to be included in the Settlement; and (f) be
3 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
4 envelope shall be the exclusive means to determine whether a Request for Exclusion has been
5 timely submitted.

6 10. **Termination.** If the Agreement terminates, any order or judgment entered by the
7 Court in furtherance of this Settlement Agreement, including, but not limited to, conditional
8 certification of the Class, conditional appointment of Plaintiffs as class representatives and
9 conditional appointment of Class Counsel, will likewise be vacated and treated as void from the
10 beginning; and the Action will revert to the status that existed before the Settlement Agreement's
11 execution date, and no term or draft of this Settlement Agreement, or any part of the Parties'
12 settlement discussions, negotiations or documentation will have any effect or be admissible into
13 evidence for any purpose in the Action or any other proceeding. This Preliminary Approval Order
14 will not waive or otherwise impact the Parties' rights or arguments.

15 11. **No Admissions.** Nothing in this Preliminary Approval Order is, or may be
16 construed as, an admission or concession on any point of fact or law by or against any Party.

17 12. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines
18 are stayed and suspended until further notice from the Court, except for such actions as are
19 necessary to implement the Agreement and this Preliminary Approval Order.

20 13. **Final Approval Hearing.** On September 12, 2025, at 8:30 a.m. [*no earlier than*
21 *120 days after entry of preliminary approval order*], this Court will hold a final approval hearing
22 to determine whether the Agreement should be finally approved as fair, reasonable, and adequate.
23 All papers supporting the Attorneys' Fees and Cost and Class Representative Enhancement
24 Payments must be filed no later than 16 court days prior to the Final Approval Hearing. All papers
25 supporting final approval of the Agreement must be filed no later than 16 court days prior to the
26 Final Approval Hearing. This Court may order the final approval hearing to be postponed,
27 adjourned, or continued. If that occurs, Defendant will not be required to provide additional notice
28 to Class Members.

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Date: _____

Hon. Judge of the Superior
Court for County of Napa

EXHIBIT C

[Proposed] Final Approval Order and Judgment

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA

JOSEFINA HERNANDEZ and JOVA
HERNANDEZ, individually and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

v.

G.L. MEZZETTA, INC., a California
corporation; JRM IMPORTS & SALES, INC.,
a California corporation; JRM MEZZETTA
COURT, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV001280

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT AND JUDGMENT**

Date Action Filed: October 29, 2021
FAC Filed: January 18, 2022
SAC Filed: December 1, 2022

On [REDACTED], 2025, this Court heard the unopposed motion for final approval of class settlement of Plaintiffs Josefina Hernandez and Jova Hernandez ("Plaintiffs"). This Court reviewed: (a) the motion, including the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement" or "Agreement"); (b) any objections filed with or presented to the Court; (c) the Parties' responses to any objections; and (d) counsels' arguments. Based on this review and the findings below, the Court finds good cause to GRANT the motion.

FINDINGS:

1. Unless otherwise specified, defined terms in this Order Granting Final Approval of Class and Representative Action Settlement and Judgment (the "Final Approval Order") have the same definition as the terms in the Agreement.

2. The Court finds that the Settlement was entered into in good faith, that it is fair, reasonable and adequate, and that it satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

3. With respect to the Settlement Class and for the purpose of approving the Settlement only, this Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable, (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among Class Members with respect to the subject matter of the claims in the Action, (c) Plaintiffs' claims are typical of the claims of the Class Members, (d) Plaintiffs have fairly and adequately protected the interests of the Class Members, (e) a class action is superior to other available methods for an efficient adjudication of this controversy, and (f) the counsel of record for Plaintiffs, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and representative capacities and for the Settlement Class.

4. The Parties adequately performed their obligations under the Agreement.

5. Notice was provided to the putative Class Members in compliance of the Agreement, California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The notice:

320797466 v1

(a) fully and accurately informed putative Class Members about the Action and the Settlement, (b) provided sufficient information so that putative Class Members were able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed Settlement, (c) provided procedures for putative Class Members to file written Notice of Objections to the proposed Settlement, to appear at the hearing, and to state objections to the proposed Settlement, and (d) provided the time, date and place of the final approval hearing.

6. The Gross Settlement Amount and the means of distributing the Net Settlement Fund to Settlement Class Members are fair and reasonable in light of the nature of this case.

7. Class Counsel has provided services and benefits to absent Class Members and expended efforts and resources to secure the benefits and is thus entitled to the requested attorneys' fees and costs as ordered by the Court.

8. Plaintiffs prosecuted this lawsuit, worked with counsel, undertook the risks associated with litigation, acted to protect the Settlement Class's interests, and conferred a benefit on absent Class Members, and is thus entitled to receive an enhancement award.

9. The designated Settlement Administrator, [REDACTED], rendered services, and will continue to render services, in connection with administering the claims and settlement process, and is thus entitled to its requested administration fees.

10. An award of \$[REDACTED].00 in attorneys' fees and \$[REDACTED].00 in costs to Class Counsel is fair and reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained for the Class.

11. An incentive award to Plaintiffs in the amount of \$[REDACTED].00 each is fair and reasonable in light of: (a) Plaintiffs' risks (including financial and professional) in commencing this action as the class representatives, (b) the time and effort spent by Plaintiffs in litigating this action as the class representative, and (c) Plaintiffs' public interest service.

12. Payment of \$[REDACTED].00 to [REDACTED] for its services as the Settlement Administrator is fair and reasonable.

13. Pursuant to Labor Code section 2699, subdivision (1)(2), the Court approves of the Settlement's provisions relating to settlement of claims under the Private Attorneys General Act of

320797466 v1

2004, California Labor Code section 2698 *et seq.* (“PAGA”). Plaintiffs provided a copy of the Agreement to the California Labor Workforce and Development Agency (“LWDA”) at the same time that Plaintiffs provided it to the Court. Payment of eighty thousand dollars and no cents (\$80,000.00) for settlement of any and all claims for which civil penalties under PAGA may be sought or are otherwise available (the “PAGA Settlement Amount”) is fair and adequate. The PAGA Settlement Amount satisfies the requirements of California Labor Code section 2699, subdivision (i) because \$60,000.00 (75%) of the PAGA Settlement Amount is allocated to the LWDA for the enforcement of labor laws and education of employers, and \$20,000.00 (25%) is allocated for distribution to PAGA Members.

IT IS ORDERED THAT:

1. **Settlement Class Members.** The Class Members are defined as: “all persons who worked for Defendant as non-exempt, hourly paid employees or who provided services to Defendant as non-exempt, hourly paid temporary placement workers in the State of California at any time between January 28, 2020 and June 5, 2025.” Excluded from the Settlement Class are Class Members who submit a timely and valid Request for Exclusion.

2. **Binding Effect of Final Approval Order.** This Final Approval Order applies to all claims or causes of action settled under the Settlement, including any claims under PAGA, and binds all Participating Class Members. Except with respect to claims under PAGA, this Final Approval Order does not bind persons who filed timely and valid Requests for Exclusion. Attached as “Exhibit A” hereto is a list of persons who properly requested to be excluded from the Settlement. Notwithstanding the submission of any timely and valid Requests for Exclusion, all PAGA Members are bound by the PAGA Release under this Final Approval Order.

3. **Plaintiffs’ Release.** Plaintiffs are deemed to have released and discharged the entities and claims as described in Section 67 of the Agreement.

4. **Class Member Release.** Plaintiffs and all Participating Class Members who did not properly request exclusion are: (1) deemed to have released and discharged the Released Parties from all Released Class Claims under the Agreement, and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these Released Class Claims.

320797466 v1

1 The full and complete terms of the releases described in this paragraph are set forth in Sections 23
2 and 51 of the Agreement.

3 5. **PAGA Release.** Plaintiffs and all PAGA Members shall on behalf of themselves
4 and on behalf of the State of California forever discharge, waive and release the Released Parties
5 from any and all Released PAGA Claims. The full and complete terms of the release described in
6 this paragraph are set forth in Sections 24 and 52 of the Agreement.

7 6. **Funding of the Gross Settlement Amount.** Defendant is ordered to deposit the
8 Gross Settlement Amount and the employer's share of payroll taxes within fourteen (14) calendar
9 days after the Effective Date.

10 7. **Class Relief.** The Settlement Administrator will distribute the Net Settlement Fund
11 to the Participating Class Members. The distribution shall be in accordance with the instructions
12 and timeline set forth in Section 55 of the Agreement.

13 8. **Attorney's Fees and Costs.** Class Counsel is awarded \$[.00] total in fees and
14 \$[.00] in costs. The Settlement Administrator must pay Class Counsel this amount according
15 to the timeline set forth in Section 55 of the Agreement.

16 9. **Enhancement Award.** Plaintiffs are each awarded \$[.00] as an enhancement
17 payment. The Settlement Administrator must pay Plaintiffs these amounts according to the timeline
18 set forth in Section 55 of the Agreement.

19 10. **Payment of Settlement Administration Costs.** Payment of \$[.00] shall be
20 made to [] for its services as the Settlement Administrator as set forth in the Agreement.

21 11. **Final Accounting Report.** A Party or the Parties shall file a report from the
22 Settlement Administrator concerning the amount of money distributed pursuant to the Settlement,
23 and this report shall be filed no later than [], 2025.

24 12. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk
25 to enter judgment in accordance with the terms of this Order as of the date of this Order.

26 13. **Copy to LWDA.** Within ten (10) days of entry of this Final Approval Order,
27 Plaintiffs shall provide a copy of this Final Approval Order to the LWDA, pursuant to California
28 Labor Code section 2699, subdivisions (1)(3) & (4).

320797466 v1

1 14. **Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
2 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
3 this Action and the Parties until final performance of the Settlement.

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6 Date: _____

7 Hon. Judge of the Superior
8 Court for County of Napa
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