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individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SOLANO**

11
12 TRIXIE MAE CALO, individually and on
behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 C.A.S.A. LUNA INC., a California
17 Corporation; NORTH CASA LUNA INC., a
18 California Corporation; SELENE CRUZ-
ASTORGA, an individual; ROMAR
19 RAQUINIO, an individual; LIBIA CRUZ-
20 LEON, an individual; and DOES 1 to 100,
inclusive,

21 Defendants.
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Case No. CU25-02951

*Assigned for All Purposes to Hon. Stephen Gizzi
Department 3*

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 16, 2027

Time: 9:00 a.m.

Dept.: 3

Judge: Hon. Stephen Gizzi

Filed: March 28, 2025

FAC Filed: June 27, 2025

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on April 16, 2027, at 9:00 a.m., or as soon thereafter as the matter
3 may be heard in Department 3 of the above-entitled Court, Plaintiff Trixie Mae Calo, individually and
4 on behalf of all other similarly situated individuals, will move for entry of an Order for the following:

- 5 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 6 2. Preliminarily appointing Plaintiff Trixie Mae Calo as Class Representative for purposes of
7 settlement;
- 8 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of
9 settlement;
- 10 4. Preliminarily approving the proposed class action and Private Attorney's General Act
11 settlement, in the amount of \$700,000, which is incorporated herein by reference;
- 12 5. Preliminarily approving the application for payment to Class Counsel of attorneys' fees in
13 the amount of 35% of the Gross Settlement Amount;
- 14 6. Preliminarily approving the application for payment to Class Counsel of reasonable costs not
15 to exceed \$12,500;
- 16 7. Preliminarily approving the Enhancement Payment of \$10,000 to Plaintiff Trixie Mae Calo;
- 17 8. Preliminarily approving the appointment of Apex Class Action, LLC as the Settlement
18 Administrator and for payment to Apex Class Action, LLC for administering said class
19 action settlement in an amount not to exceed \$15,000;
- 20 9. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
21 the total amount of \$40,000, 65% of which will be paid to the Labor and Workforce
22 Development Agency and 35% of which will be paid to Aggrieved Employees;
- 23 10. Approving as to form and content the Notice of Settlement, which provides Class Members
24 information regarding the Settlement, their ability to opt out of, or object to, the Settlement,
25 and which provides instruction on how to dispute an individual's settlement allocation under
26 the proposed Settlement;
- 27
- 28

- 1 11. Approving the proposed procedures to notify the class and determining that they comply with
2 Class Members' due process rights and directing the Notice of Settlement to be sent by first
3 class mail to Class Members;
4 12. Directing Defendants to report employment information as set forth in the Agreement to the
5 Settlement Administrator to administer the settlement proceeds;
6 13. Scheduling a fairness hearing on the question of whether the proposed Settlement should be
7 finally approved as fair, reasonable, and adequate;
8 14. Directing that any funds from settlement checks that were not cashed by the check cashing
9 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
10 Rights under the doctrine of *cy pres*; and
11 15. Preliminarily approving and adopting the Proposed Order and its implementation schedule,
12 which is filed herewith and incorporated by reference.

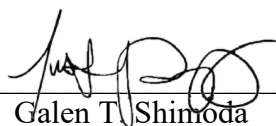
13 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
14 2699(s)(2) and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
15 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
16 and should be approved by the Court. This motion will be based on the notice of motion, memorandum
17 of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Trixie Mae Calo,
18 exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the
19 hearing of this motion.

20 **Notice: The Superior Court in and for Solano County has adopted a tentative rulings system that**
21 **is described in the court's local Rule 3.9. Failure to comply with Rule 3.9 may seriously affect**
22 **parties' rights in this case. A tentative ruling on a civil matter will be available after 2:00 p.m. on**
23 **the court day immediately preceding the scheduled hearing on that matter by signing onto the**
24 **court's web site at www.solano.courts.ca.gov and selecting "Tentative Rulings," or by telephoning**
25 **(707) 207-7331.**

26 Dated: September 10, 2026

Shimoda & Rodriguez Law, PC

27 By: _____



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Justin P. Rodriguez

Renald Konini

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individually and on behalf of similarly situated employees
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19 RAQUINIO, an individual; LIBIA CRUZ-
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20 inclusive,

21 Defendants.
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Case No. CU25-02951

*Assigned for All Purposes to Hon. Stephen Gizzi
Department 3*

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

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1 **I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT**

2 Plaintiff Trixie Mae Calo (“Plaintiff”) seek(s) preliminary approval of a non-reversionary wage
3 and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of
4 \$700,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and
5 Release [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly
6 situated employees who worked for Defendants C.A.S.A. Luna Inc., North Casa Luna Inc., Selene Cruz-
7 Astorga, Romar Raquinio, and Libia Cruz-Leon (“Defendants”) (Plaintiff and Defendants sometimes
8 collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint).

9 Plaintiff has alleged that Defendants 1) failed to pay overtime wages, 2) failed to pay minimum
10 wages, 3) failed to provide meal periods or pay premiums in lieu thereof, 4) failed to provide rest
11 periods or pay premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to pay
12 all final wages, 7) failed to reimburse expenses, 8) failed to pay vested vacation time, and 9) engaged in
13 unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl.
14 Rodriguez”), ¶¶ 2, 9-10. Plaintiff has also alleged Defendants are liable for civil penalties under the
15 PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce
16 Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied all of Plaintiff’s
17 allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 5.
18 Defendants have also denied that this case is appropriate for class certification other than for purposes
19 of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise
20 and settle all asserted claims as a result of extensive investigations, document and data exchanges, and
21 extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement
22 is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges,
23 negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 6-7, 9-10;
24 Declaration of Trixie Mae Calo (“Decl. Calo”), ¶ 7. The Agreement was entered into in good faith by
25 the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Class
26 Members.

27 It is well within the discretion of this Court to grant preliminary approval of the Agreement as it
28 satisfies all applicable criteria under California law. Accordingly, Plaintiff is requesting that the Court:

(1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth in the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

Plaintiff filed a class action complaint on approximately March 28, 2025, in Solano County Superior Court against Defendants. Plaintiff exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3; Decl. Rodriguez, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on approximately June 27, 2025, to include a PAGA claim. *See id.*; Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Decl. Calo, ¶¶ 5-7. Plaintiff worked during the time all of Defendants' policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Calo, ¶¶ 2-3. The Parties engaged in formal and informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage and hour policies at issue, and issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez, ¶¶ 6-7, 9-10. The information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

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1 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

2 **a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations**

3 The final settlement occurred only after extended, arm's length negotiations. Over the course of
4 approximately twenty (20) months, Plaintiff has been investigating the claims and discussing with
5 Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 3, 6-10. The
6 Parties exchanged substantial amounts of information and legal analysis in connection with these
7 discussions. *See id.* It was only after these extended discussions, which included a full day mediation
8 with Jeremy Naftel, that the Parties were able resolve all claims and enter into the Agreement. *See id.*
9 at ¶ 8.

10 **b. The Terms of the Agreement**

11 1. The following groups of individuals are covered by the Agreement: (a) Class Members,
12 which include all non-exempt employees who worked, or continue to work, for Defendants in
13 California at any time between March 28, 2021, and up to June 28, 2026; and (b) Aggrieved
14 Employees, which include all non-exempt employees who worked, or continue to work, for Defendants
15 in California at any time between March 28, 2024, and up to June 28, 2026. *See Exhibit A, ¶¶ 1.2, 1.5.*

16 2. Defendants will pay the Gross Settlement Amount of \$700,000, which is exclusive of
17 the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will
18 revert to Defendants. *See id.* at ¶ 5.6. Aggrieved Employees will still be paid their share of the PAGA
19 Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

20 3. Up to \$10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will
21 be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶
22 5.4.

23 4. Subject to Court approval, the Parties have selected Apex Class Action, LLC to act as
24 the Settlement Administrator, who has provided a maximum cost estimate of \$11,490. *See Exhibit D*
25 (Apex Class Action, LLC, Bid); Exhibit A, ¶ 1.33; Decl. Rodriguez, ¶ 20.

26 5. The Parties agree that \$40,000 of the Gross Settlement Amount shall be allocated to
27 resolving claims under the PAGA. Sixty-Five percent (65%) of the PAGA Payment will be paid to the
28 LWDA and Thirty-Five percent (35%) will be paid to Aggrieved Employees. *See Exhibit A, ¶ 5.5.*

Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts by Defendants to maintain compliant policies and take corrective action, the presence of what may likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the \$40,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-compliance given the facts of this case. *See* Decl. Rodriguez, ¶ 9; *see also Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

6. The Parties agree that up to Thirty Five Percent (35%) of the Gross Settlement Amount

1 (\$245,000) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendants
2 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2.
3 Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as
4 approved by the Court in an amount not to exceed \$12,500. *See id.* The proposed notice to be sent to
5 Class Members will state this information. *See Exhibit F.*

6 7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any
7 Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by the Court will
8 remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata
9 basis as set forth in the Agreement. *See Exhibit A, ¶¶ 5.1-5.5, 5.8.* These amounts will be paid out
10 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See Exhibit A, ¶¶*
11 *5.1-5.5.*

12 8. Class Members who fail to timely opt-out of this settlement will waive all Released
13 Class Claims as set forth in the Agreement. *See Exhibit A, ¶¶ 1.14, 1.26, 1.30, 1.32, 6.1.* Aggrieved
14 Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether
15 they opt out of being a Class Member. *See id.* at ¶¶ 1.14, 1.31-1.32, 6.2, 7.5.1.

16 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
17 Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their
18 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
19 donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the
20 doctrine of *cy pres*. *See Exhibit A, ¶ 5.6.* Because the Agreement provides for the distribution of all
21 funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are
22 inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated
23 beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit
24 as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford
25 legal representation, including providing representation for employees in wage claims before the
26 California Labor Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 23-32.

27 //

28 //

1 **c. Allocation of Settlement Funds**

2 Payment to Participating Class Members and Aggrieved Employees will not require the
3 submission of a claim form. A Net Settlement Amount will be determined by subtracting from the
4 Gross Settlement Amount any attorneys' fees and costs, any Enhancement Payment, Settlement
5 Administrator Costs, and/or PAGA Payment that are approved and/or awarded by the Court. Each
6 Class Member's share will be determined by dividing their total weeks worked within the Class Period
7 by the total weeks worked by all Class Members within the Class Period. That fraction will then be
8 multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net
9 Settlement Amount. One third (1/3) of the payment to Participating Class Members will be
10 characterized as W-2 wages and two thirds (2/3) will be characterized as 1099 income for tax reporting
11 purposes. *See id.* ¶¶ 5.9.1-5.9.2.

12 Each Aggrieved Employee's share of the PAGA Payment will be determined by dividing their
13 total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved
14 Employees within the PAGA Claim Period. That fraction will then be multiplied by the 35% portion of
15 the PAGA Payment to arrive at the Aggrieved Employee's individual share. *See Exhibit A, ¶¶ 1.17,*
16 *5.5, 5.8.* The payment to Aggrieved Employee's will be characterized as 1099 income for tax reporting
17 purposes. *See id.* at ¶ 5.9.3.

18 **V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE**
19 **PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE**
20 **CIRCUMSTANCES**

21 It is not required that Class Members be given actual notice of a class settlement; instead, the
22 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
23 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
24 *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259
25 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court
26 rejected a class member's argument that he had not received due process because he did not receive
27 notice until after the opt out period, finding that, so long as the notice process utilized is the best
28 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods*,

1 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the
2 Court in *Rannis v. Recchia*, 380 F.App’x 646 (9th Cir. 2010) found that class members who did not
3 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
4 part of the class settlement because they received the best notice practicable under the circumstances.
5 *See Rannis v. Recchia*, 380 F.App’x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
6 984 (2019), the California Supreme Court noted that California has adopted a similar approach
7 regarding providing notice to class members.

8 Under the proposed notice procedures, Class Members will have sixty (60) days from the date
9 of mailing to review and respond to the Notice of Settlement, which will also be available online. *See*
10 Exhibit A, ¶¶ 1.21, 7.2. The Notice of Settlement contains all information necessary for Class
11 Members to assess the litigation, the Settlement, and whether they want to participate, object, or opt-
12 out. *See id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces,
13 and surveying of current employees will be utilized as set out in the Agreement to provide the best
14 practical means of ensuring Class Members receive the notice mailing. *See* Exhibit A, ¶¶ 7.3-7.4. Any
15 individual whose initial mailing was deemed undeliverable will have additional time to respond. *See*
16 *id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs,
17 objections, or disputes. *See id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class
18 actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class
19 Members satisfy due process and should be approved in this case.

20 **VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR,**
21 **REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE**
22 **FACTS OF THIS CASE**

23 A class action may not be dismissed, compromised, or settled without Court approval and the
24 decision to approve or reject a settlement is committed to the Court’s sound discretion. *See* Cal. Rules
25 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th
26 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(s)(2). However, “[d]ue regard should be given to
27 what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to

28 ¹The California Supreme Court has authorized California’s trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” See *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); see also *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. See *Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723, n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; see also *Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. See *Wershba*, 91 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant preliminary approval of the class action settlement. See, e.g., *North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. See *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

1 **i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length**
2 **Negotiations Between the Parties**

3 Settlement of this case was reached only after substantial litigation and extensive arm’s length
4 negotiations lasting nearly twenty (20) months, which included a full day mediation. *See* Decl.
5 Rodriguez, ¶¶ 3, 6-10. At all times, the negotiations were adversarial, although still professional in
6 nature. *See id.*

7 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
8 **Information to Enter Into an Informed and Reasonable Settlement**

9 The Parties were in possession of all necessary information during the negotiations. The Parties
10 engaged in substantial formal and informal discovery, which included all necessary components for
11 evaluating the class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiff was
12 in possession of this information prior to calculating any damages in this case. *See id.* As a result,
13 Plaintiff was able to make a reasonable estimation of Defendants’ potential liability. *See id.* For these
14 reasons, the settlement now before the Court was reached at a stage where “the parties certainly have a
15 clear view of the strengths and weaknesses of their cases” sufficient to support the settlement. *See*
16 *Kang v. Credit Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best*
17 *Buy Stores, L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

18 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

19 Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA
20 actions. *See* Decl. Rodriguez, ¶¶ 12-18. Thus, Plaintiff’s counsel are qualified to evaluate the class
21 claims, the value of settlement versus moving forward with litigation, and viability of possible
22 affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in
23 light of the risks associated with the claims, the uncertainties of complex litigation, and the secured
24 benefit to Class Members. *See id.*

25 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
26 **Plaintiff’s Case and the Risks and Costs of Further Litigation**

27 Plaintiff’s claims and the ability to obtain and maintain certification all the way through trial
28 were heavily disputed by Defendants. *See* Decl. Rodriguez, ¶¶ 5, 9. Based on the records and facts of

1 this case, Plaintiff has secured a gross recovery of approximately 10.3% of the maximum value of the
2 claims in this matter (\$6,771,871.32) and between 20.7% and 40.7% of the more realistic range of
3 recovery (\$1,719,578.32 to \$3,380,834.86). *See* Decl. Rodriguez, ¶¶ 9-10. The net recovery represents
4 approximately 5.6% of the maximum value of the claims in this matter and between 11.2% and 22% of
5 the more realistic range of recovery. The average net award is approximately \$2,639.86, which equates
6 to approximately \$23.20 per workweek. *See id.*

7 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
8 percentile ranges of the total available damages that have been approved in other class settlements. *See*
9 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
10 (1990); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
11 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
12 settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than
13 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
14 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017)
15 (approving a settlement where the net recovery to class members was approximately 7.5% of the
16 projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018
17 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the
18 projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately
19 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor*
20 *Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery
21 was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v.*
22 *David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. 2012) ("Class Members will receive an
23 average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . .
24 Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there
25 was no objection to the settlement amount or the attorneys' fees requested"), *report and*
26 *recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL
27 1119534, *7 (S.D. Cal. 2012) ("the results achieved in this case were very favorable. Class members
28

are provided with immediate monetary relief, with an average award of around several hundred dollars and a minimum award of \$50”).

v. The Proposed Settlement is a Reasonable Compromise of Claims

In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional information be presented in class action settlements “to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar* also does not require an explicit statement of the maximum amount to be recovered if a plaintiff prevailed on all the claims, provided there is a record that allows “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 6-10. The record demonstrates that the compromises made by Plaintiff was reasonable and have resulted in a settlement with recovery percentage well within the range of what has been found to be sufficient in several other cases. *See, supra*, Section VI.a.iv; *see also* *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery”).

vi. The Enhancement Payment for Plaintiff’s Service to the Putative Class Is Reasonable and Routinely Awarded by Courts.

The Enhancement Payment to the named Plaintiff is intended to recognize the time and effort expended on behalf of the class. Indeed, Courts routinely approve enhancement payments to compensate named plaintiffs for the services they provide and the risks they incurred during the course

1 of the class action litigation. *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001).
2 In *Ingram*, the Court approved enhancement payments of \$300,000.00 to each named plaintiff in
3 recognition of the services they provided to the class by responding to discovery, participating in the
4 mediation process, and taking the risk of stepping forward on behalf of the class. *See Id.* at 694; *see*
5 *also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00
6 enhancement payment).

7 In this case, Plaintiff provided and explained documents, being available at all times to discuss
8 the class claims with Plaintiff's counsel. *See* Decl. Calo, ¶ 7; Decl. Rodriguez ¶¶ 3, 5-10. Plaintiff
9 spent a significant amount of time pursuing wage and hour claims for the benefit of all Class Members.
10 *See id.* Plaintiff brought this action knowing there would be a delay in any payment as the litigation
11 progressed, rather than proceeding only with individual claims in front of the California Labor
12 Commissioner. *See id.* Additionally, Plaintiff agreed to a general release of claims pursuant to Code of
13 Civil Procedure section 1542. *See* Exhibit A, ¶ 6.3. Payment of \$10,000 to Plaintiff is appropriate
14 given the risk, assistance, time required in bringing this case and resolution of this case.

15 **vii. Awarding Attorneys' Fees as a Percentage of the Common Fund Is Reasonable**
16 **and Customarily Approved by Courts**

17 California state and federal courts have recognized that when a litigant's efforts create or
18 preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally
19 among all the beneficiaries to compensate those who created the fund. *See Boeing Co. v. Van Gemert*,
20 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other
21 than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."); *Vincent v.*
22 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375
23 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999); *see also Serrano v.*
24 *Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016).
25 The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation
26 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
27 burden alone." *Vincent*, 557 F.2d at 769; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026,
28 1027 (9th Cir. 1977). California state courts have approved use of a percentage of the fund to calculate

1 reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable
2 sum of money. *See Dunk*, 48 Cal. App. 4th at 1808.

3 The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of
4 beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be
5 shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v. Grauly*, 886
6 F.2d 268, 271 (9th Cir. 1989). These criteria are “easily met” when “each member of a certified class
7 has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered
8 on her behalf.” *Id.* at 271 (citations omitted). Under the three (3) factors set forth in *Paul, Johnson,*
9 *Alston & Hunt*, the common fund doctrine applies in this case because there is a sufficiently identifiable
10 class of beneficiaries (*e.g.* the settlement class), the benefits can be accurately traced to the settlement
11 Plaintiff and Plaintiff’s counsel were able to negotiate on behalf of the class, and the fee can be shifted
12 with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common
13 fund. As set forth in the fee award examples provided below for the Court’s reference, it is an accepted
14 practice in wage and hour class action settlements to award attorneys’ fees based on a percentage of the
15 common fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 967-972 (9th Cir. 2003); *Sanders v. City*
16 *of Los Angeles*, 3 Cal.3d 252, 261, 263 (1970); *Wershba*, 91 Cal. App. 4th at 254; *Bell v. Farmers Ins.*
17 *Exchange*, 115 Cal. App. 4th 715, 726, 765 (2004).

18 Historically, attorneys’ fee awards in common fund cases in general range from 20% to 50% of
19 the fund, depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed.), 1992,
20 §14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are
21 generally approved as reasonable in wage and hour settlements below \$10 million:

22 More particularly, courts may award attorneys fees in the 30-40% range in wage and hour
23 class actions that result in recovery of a common fund under \$10 million. *See Vasquez v.*
24 *Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-492 (E.D. Ca. 2010) (citing to five
25 recent wage and hour class actions where federal district courts approved attorney fee
26 awards ranging from 30 to 33%); *Singer v. Becton Dickenson and Co.*, 2010 U.S. Dist.
27 LEXIS 53416, 2010 WL 2196104, *8 (S.D. Ca. June 1, 2010) (approving attorney fee
28 award of 33.33% of the common fund and holding that award was similar to awards in
three other wage and hour class action cases where fees ranged from 33% to 40%);
Romero v. Producers Dairy Foods, Inc., 2007 U.S. Dist. LEXIS 86270, 2007 WL
3492841 (E.D. Ca. Nov. 14, 2007).

1 *See Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796 at *22-23 (S.D. Cal. 2011). Plaintiff's
2 request of thirty-five percent (35%) of the settlement sum for attorneys' fees is within established rates
3 for fee awards in class settlements pursuant to the common fund doctrine, especially in light of the
4 excellent results achieved in this case. *See id.* To determine whether a percentage is reasonable, a
5 court should consider: (1) the percentage that would likely be negotiated between parties in a similar
6 case; (2) the percentage applied in other class actions; (3) the quality of class counsel; (4) the size of the
7 award; and (5) whether there are any objections by class members. *See In re Ikon Office Solutions, Inc.*
8 *Secur. Litig.*, 194 F.R.D. 166, 193 (E.D. Pa. 2000); *In re Heritage Bond Litig.*, 2005 WL 1594403, at
9 *21 (C.D. Cal. June 10, 2005) ("the absence of objections or disapproval by class members to class
10 counsel's fee request further supports finding the fee request reasonable").

11 These factors support Plaintiff's request for reasonable attorneys' fees. The typical percentage
12 negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation
13 depending on the complexity of the case. In class action litigation, the typical percentage negotiated
14 between parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiff's
15 request of 35% (\$245,000) falls within these typical fee arrangements. *See Decl. Rodriguez*, ¶ 19. The
16 average net settlement payment to Class Members (\$2,639.86) also support the fee request when
17 compared to other settlements courts have considered as good results. *See Schiller v. David's Bridal,*
18 *Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) ("Class Members will receive an average of
19 approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . . Overall, the
20 Court finds that the results achieved are good, which is highlighted by the fact that there was no
21 objection to the settlement amount or the attorneys' fees requested."); *Gardner v. GC Servs., LP*, 2012
22 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) ("the results achieved in this case were very favorable.
23 Class members are provided with immediate monetary relief, with an average award of around several
24 hundred dollars and a minimum award of \$50"). Plaintiff's counsel also seeks reimbursement of the
25 expenses they have and will continue to incur while prosecuting this litigation through any compliance
26 hearing(s). The expected costs through final approval is less than the \$12,500 provided for in the
27 Agreement. An itemization for these costs is being filed with this motion as Exhibit E. All expenses
28 were necessarily incurred to properly litigate this case. *See id.* The appropriate analysis in determining

whether particular costs are compensable is whether they are of the type typically billed by attorneys to paying clients in the marketplace. *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees those out-of pocket expenses that ‘would normally be charged to a fee paying client.’”); *Abrams v. Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995) (expenses recoverable if customary to bill clients for them); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8 F.3d 722, 725-26 (10th Cir. 1993) (expenses reimbursable if normally billed to client). The categories of expenses for which Plaintiff’s counsel seek reimbursement here are categories normally charged to hourly clients and, therefore, should be reimbursed out of the common fund. *See* Decl. Rodriguez, ¶ 19. The \$11,490 in Settlement Administrator Costs is also within ranges approved by Courts and should be approved in this case. *See Patel v. Nike Retail Servs.*, 2019 U.S. Dist. LEXIS 77988, *4, *10 (N.D. Cal. 2019) (\$5,261 for settlement administrator’s fees was not excessive where PAGA group consisted of 40 employees); Exhibit D; Decl. Rodriguez, ¶ 20. This is less than the \$15,000 provided for in the Agreement. Exhibit A, ¶ 5.3. Any allocated amounts not ultimately awarded by the Court will be distributed to Class Members pro rata. *See* Exhibit A, ¶¶ 5.2-5.4, 5.8.

b. Provisional Certification of the Class is Appropriate

Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three factors: (1) common questions of law or fact predominate; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.* Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The proposed settlement class is ascertainable because all putative Class Members can be readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334 (2008). The numerosity requirement is met because there are approximately 143 individuals who fall within the definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir.

1 1982); *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the
2 numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these
3 requirements are satisfied.

4 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

5 The commonality requirement is met when there are questions of law or fact regarding the class
6 as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires
7 only that some common legal or factual questions exist; Plaintiff need not show that all issues in the
8 litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v.*
9 *Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate
10 over individual questions and class-wide treatment of a dispute must be superior to individual
11 litigation.² *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently
12 cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality
13 requirement is met when claims of the named representative are typical of those of the class, though
14 “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47
15 (1983).

16 The common questions of law and fact in this case stem from Plaintiff’s contention that
17 Defendants 1) failing to pay overtime for work performed over eight (8) hours per day, 2) failing to pay
18 for off-the-clock work performed by Plaintiff and similarly situated employees receiving and/or
19 providing patient status reports before and/or after their scheduled shifts, 3) failing to properly calculate
20 the regular rate of pay for premium wage payments when Plaintiff and similarly situated employees
21 earned multiple rates within the same workweek, 4) failing to provide compliant meal and rest periods
22 by requiring Plaintiff and similarly situated employees to remain on duty during such periods, 5) failing
23 to reimburse employees for the cost of using their personal cell phones for work purposes. and 6)
24 requiring Plaintiff and similarly situated employees to unlawfully forfeit their accrued but unused PTO.
25 *See Exhibit B.* The waiting time penalties, unfair competition, and PAGA claims are derivative of
26 these violations. *See id.* Plaintiff and the Class Members seek the same remedies under state law.

27
28 ²When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 Under these specific circumstances, the commonality and predominance requirements are satisfied.
2 Regarding the typicality requirement, Plaintiff contends she suffered from the same unlawful policies,
3 treatment, and circumstances as Class Members did, will request the same remedies, and will rely on
4 the same methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement
5 is also satisfied for settlement purposes.

6 **iii. The Adequacy Requirement is Met**

7 The adequacy of representation requirement is met if the named representative and counsel have
8 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
9 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
10 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
11 Plaintiff and the putative Class Members will receive a pro rata share of the settlement based on the
12 number of workweeks they worked for Defendants. *See* Exhibit A. Finally, any settlement class
13 member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number
14 of workweeks stated in the Notice of Settlement (Exhibit F).

15 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
16 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
17 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
18 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
19 engaged Defendants' counsel in settlement discussions. Moreover, Plaintiff's counsel has experience
20 defending and bringing wage and hour claims. Because Plaintiff's counsel has vigorously pursued
21 Plaintiff's and the Class Members' claims, the adequacy requirement is met. *See generally* Decl.
22 Rodriguez.

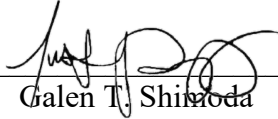
23 **VII. CONCLUSION**

24 For all of the foregoing reasons, Plaintiff respectfully requests that this Court preliminarily and
25 conditionally certify the class for settlement purposes; grant preliminary and conditional approval of
26 the proposed settlement, including the Enhancement Payment, the payment to the LWDA under PAGA,
27 Class counsel's application for reasonable attorneys' fees and costs, and the Settlement Administrator's
28 Costs; approve the proposed notification procedures, including the Notice of Settlement and proposed

1 deadlines relating thereto; and schedule the final approval hearing. A copy of Plaintiff's proposed
2 order is being filed concurrently herewith.

3
4
5 **Shimoda & Rodriguez Law, PC**

6
7 Dated: September 10, 2026

By: 

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

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7 Attorneys for Plaintiff TRIXIE MAE CALO
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SOLANO**

11 TRIXIE MAE CALO, individually and on
12 behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 C.A.S.A. LUNA INC., a California
Corporation; NORTH CASA LUNA INC., a
17 California Corporation; SELENE CRUZ-
18 ASTORGA, an individual; ROMAR
RAQUINIO, an individual; LIBIA CRUZ-
19 LEON, an individual; and DOES 1 to 100,
20 inclusive,

21 Defendants.
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Case No. CU25-02951

*Assigned for All Purposes to Hon. Stephen Gizzi
Department 3*

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 16, 2027

Time: 9:00 a.m.

Dept.: 3

Judge: Hon. Stephen Gizzi

Filed: March 28, 2025

FAC Filed: June 27, 2025

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Trixie Mae Calo ("Plaintiff") herein. I am making this
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff's
5 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). A true and
6 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 ("Agreement") in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff's contention
9 that Defendants C.A.S.A. Luna Inc., North Casa Luna Inc., Selene Cruz-Astorga, Romar Raquinio and
10 Libia Cruz-Leon ("Defendants") 1) failed to pay overtime wages, 2) failed to pay minimum wages, 3)
11 failed to provide meal periods or pay premiums in lieu thereof, 4) failed to provide rest periods or pay
12 premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to pay all final wages,
13 7) failed to reimburse expenses, 8) failed to pay vested vacation time, and 9) engaged in unfair
14 competition. Plaintiff also alleged liability for civil penalties under the Private Attorneys General Act
15 ("PAGA"). These claims were based allegations that Defendants violated California law by 1) failing
16 to pay overtime for work performed over eight (8) hours per day, 2) failing to pay for off-the-clock
17 work performed by Plaintiff and similarly situated employees receiving and/or providing patient status
18 reports before and/or after their scheduled shifts, 3) failing to properly calculate the regular rate of pay
19 for premium wage payments when Plaintiff and similarly situated employees earned multiple rates
20 within the same workweek, 4) failing to provide compliant meal and rest periods by requiring Plaintiff
21 and similarly situated employees to remain on duty during such periods, 5) failing to reimburse
22 employees for the cost of using their personal cell phones for work purposes, and 6) requiring Plaintiff
23 and similarly situated employees to unlawfully forfeit their accrued but unused PTO. The PAGA,
24 waiting time penalty, wage statement violation, and unfair competition claims also derive from these
25 violations.

26 3. Plaintiff is the only named representative in this matter. We began investigating the
27 claims on November 18, 2024, which included interviewing Plaintiff, reviewing their documents, and
28 seeking out potential witnesses to corroborate the claims. From our initial investigations of Plaintiff's

1 claims and documents, we believed the claims had merit and could be maintained as a class action. We
2 filed the action on or about March 28, 2025. Plaintiff exhausted administrative remedies through the
3 Labor and Workforce Development Agency (“LWDA”) prior to amending the Complaint to add a
4 PAGA claim. Plaintiff filed a notice with the LWDA on March 28, 2025, setting forth the facts and
5 theories of liability. A true and correct copy of the notice filed with the LWDA is being filed with this
6 Motion as Exhibit C. A copy of the notice was also sent to Defendants via certified mail and the
7 \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA
8 regarding its intent to investigate the claims alleged in Plaintiff’s notice for more than 65 days and
9 Defendants did not utilize the cure procedures under the statute. As such, Plaintiff became authorized
10 to commence a civil action under the PAGA and filed a First Amended Complaint on June 27, 2025. A
11 true and correct copy of Plaintiff’s operative Complaint is filed with this Motion as Exhibit B. A copy
12 of the Complaint was uploaded to the LWDA after we received a file stamped copy back from Court.

13 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

14 5. Defendants are represented in this matter by Gould, Hahn, & Reinhardt PLC and
15 Workplace Legal, APLC. From the beginning, Defendants have contested the merits of this case, the
16 suitability of the case for class action and/or representative treatment, the manageability of the case at
17 trial, and Plaintiff’s ability to prove a violation in each pay period for each employee among other
18 defenses and contentions they made challenging the propriety of this action. Defendants further
19 contended, even assuming there was a finding supporting the imposition of PAGA penalties, that the
20 Court would likely exercise its discretion to substantially reduce any such penalties owed based on
21 evidence of good faith attempts to comply with California Labor Code obligations by Defendants.
22 Notwithstanding the agreement to settle this matter, Defendants believe the practices Plaintiff is
23 contending are unlawful either do not exist or, to the extent they do exist, fully comply with all state
24 and federal employment laws with respect to Plaintiff and Class Members. Also, Defendants have
25 contended that this matter is not appropriate for class certification outside of this proposed class
26 settlement.

27 6. We have reviewed a substantial number of documents through formal and informal
28 discovery during our investigation of the claims. Based on the expected testimony from Plaintiff and

1 Class Members, a review of Defendants' policies and procedures and other documents relating to the
2 alleged claims, information on the number of Class Members, Class Members' total workweeks within
3 the Class Period, pay periods within the one (1) year penalty statute of limitations, the number of Class
4 Members who separated employment within three (3) years of this case being filed, and a representative
5 sample of Class Members' time and payroll data, the scope of the potential damages in light of the
6 claims alleged, the uncertainty in the law with regard to certification, and the negotiations that have
7 taken place, I am convinced that the proposed settlement is in the best interest of the class. The length
8 and risk of continued litigation and trial, as well as other normal perils of complex litigation that impact
9 the value of the claims, were also considered and weighed in reaching the Agreement. In addition, I
10 carefully considered the prospects of class certification and maintaining class certification through trial
11 notwithstanding the numerous challenges raised by Defendants. I further considered the fact that
12 penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was
13 successful on proving those claims and there was risk that a Court could find no willfulness in the failure
14 to pay wages at separation or the existence of a good faith dispute, which would eliminate the value of
15 several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the class
16 now rather than to proceed with litigation and potentially obtain zero funds for the class due to legal or
17 factual issues in the case.

18 7. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
19 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
20 and potential damages for such claims. The parties engaged in formal and informal discovery and
21 exchange of documents that included, but was not limited to, employee data, including, but not limited
22 to, time records, paystubs, and payroll summaries, relevant handbooks, bulletins, and memoranda
23 containing Defendants' policies for the entirety of the statute of limitations applicable to the alleged
24 claims. Review of this data included comparing the time records and payroll data with Defendants'
25 wage and hour policies pay period by pay period, which evolved over the course of the Class Period.
26 We also reviewed work schedules for a substantial number of pay periods to analyze the overlap, or lack
27 thereof, in coverage for meal and rest breaks as well as meal and rest period policy statements contained
28 on the work schedules. From this production we were able to determine information critical to a reliable

1 damages analysis such as the average hourly rate, average daily hours worked, shifts eligible for meal
2 and rest periods and the number of potential shifts that may correspond to liability under our theories of
3 liability, average number of workweeks and pay periods that had potential violations based on the
4 asserted claims, the frequency with which violations occurred in a given week and/or pay period, and the
5 number of former employees. This information allowed my office to assess both liability and damages
6 and create an accurate damages model. Plaintiff assisted in all aspects of this litigation including
7 providing factual information relating to Plaintiff's and Class Members' employment conditions,
8 providing a substantial number of documents, and answering questions regarding Defendants' factual
9 contentions in this matter. This was important because it directly related to our ability to maintain this
10 case as a class action and our ability to obtain a favorable settlement for the class.

11 8. Throughout this litigation our office had numerous communications with Defendants'
12 Counsel discussing our respective positions. The parties engaged in mediation on April 28, 2026, using
13 an experienced mediator, Jeremy Naftel. It was only after approximately twenty (20) months of
14 extensive investigation, litigation, and arm's length negotiations that the parties were able to reach a
15 settlement, which only occurred after a full-day mediation. The negotiations were, at all times,
16 contentious, adversarial, and at arms-length, though still professional in nature.

17 9. Based on my office's analysis of the formal and informal discovery outlined above
18 preparing for mediation, there were approximately 143 Class Members who worked 16,275 weeks in
19 the Class Period, 74 Aggrieved Employees who worked 3,161 pay periods during the PAGA Claim
20 Period, an average base hourly rate of approximately \$21.36, and an average overtime rate of
21 approximately \$32.04. We did not find any prior Labor Commissioner or Court decisions stating
22 Defendants' practices and/or policies were improper. As such, a "subsequent violation" may not be
23 found for penalty calculation purposes, and the penalty exposure analysis herein is based on an "initial
24 violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral v. Cintas*
25 *Corp. No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). We also interviewed several employees,
26 covering their work experiences in relation to the asserted claims and have incorporated that
27 information into the damages analysis. The following represents the maximum recovery as well as the
28 more realistic range of recovery for each of Plaintiff's claims:

1 a) Minimum Wages: This claim is based on allegations that Defendants failed to pay
2 Plaintiff and Class Members at least the minimum wage for all hours worked due to
3 Defendants requiring employees to work off-the-clock while providing reports to the
4 next caregiver coming on shift regarding patient status. The maximum damages for this
5 claim are approximately \$471,460.79. This amount does not take into account any
6 potential risks with respect to Plaintiff certifying the claim, proving the merits, or
7 proving damages. The maximum damages available were calculated based on the upper
8 range of estimated time Class Members worked off-the-clock per week, which was 2.19
9 hours during March 2021 to May 2025 and 0.55 hours from May 6, 2025, to the time of
10 mediation. Based on the weighted average minimum wage rate of \$15.65 during the
11 Class Period, this equals approximately \$471,460.79 in unpaid minimum wages ([12,911
12 workweeks x 2.19 hours off-the-clock per week x \$15.65 average minimum wage rate]
13 + [3,364 workweeks x 0.55 hours off-the-clock per week x \$15.65 average minimum
14 wage rate]). Because we also assumed that all unpaid time qualified for overtime, only
15 liquidated damages are being claimed to avoid double recovery of substantive wage loss.
16 Defendants heavily disputed this theory of liability. First, Defendants denied requiring
17 employees to work off-the-clock in order to provide reports to the next caregiver.
18 Second, Defendants argued that individual issues would predominate since Plaintiff
19 would have to prove how much time each employee worked off-the-clock pre-or post-
20 shift providing reports of the patients to the next caregiver. Third, Defendants argued it
21 maintained, and strictly enforced, policies against working off-the-clock, accurately
22 recording hours worked, and that overtime was regularly paid, undermining any
23 contention that there was any practice or policy promoting off-the-clock work. Fourth,
24 Defendants argued that the timecards that employees filled out required employees to
25 acknowledge and sign that the hours reflected on the timesheet are accurate and true.
26 This presented a substantial challenge to both certification and the merits of the claim.
27 The written policy prohibiting off-the-clock work would require Plaintiff to
28 demonstrate, on a class wide basis, that Defendants effectively maintained “a policy to

1 violate the policy” against off-the-clock work and that Defendants knew or should have
2 known the off-the-clock work was occurring despite the policies and payment of
3 overtime. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051-1052 (2012).
4 Finally, the presence of a good faith dispute would eliminate liability for liquidated
5 damages for unpaid minimum wages. *See Cal. Lab. Code § 1194.2(b); Ridgeway v.*
6 *Walmart Inc.*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020). Taking all these factors into
7 account, I believe it is likely a good faith dispute would be found and there would be no
8 recovery for this claim;

9 b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability
10 is based on the same factual allegations that formed the basis for the minimum wage
11 claims, which are stated above. The maximum damages for this claim are \$965,214.29
12 ([12,911 workweeks x 2.19 hours off-the-clock per week x \$32.04 average overtime
13 wage rate] + [3,364 workweeks x 0.55 hours off-the-clock per week x \$32.04 average
14 minimum wage rate]). This amount does not take into account any potential risks with
15 respect to Plaintiff certifying the claim, proving the merits, or proving damages.
16 Plaintiff has assumed that all unpaid hours qualified as overtime. Because this theory of
17 liability is based on the same facts supporting the minimum wage claim, it is subject to
18 the same risks identified above. Taking all these factors into account, I believe a more
19 likely range of recovery for this claim is between \$241,303.57 to \$482,607.15 (50% to
20 75% reduction based on risk);

21 c) Unpaid Overtime Wages (Unpaid Daily Overtime): This claim is based on allegations
22 that Defendants failed to pay Plaintiff and Class Members daily overtime when they
23 worked over eight (8) hours per day and only paid them overtime when they worked
24 over forty (40) hours per week. The maximum damages for this claim are \$463,308.65
25 ([12,911 workweeks x 3.36 unpaid daily overtime per week x \$10.68 average unpaid
26 overtime wage rate differential]). Based on the records it appeared that this practice
27 ceased as of May 2025. This amount does not take into account any potential risks with
28 respect to Plaintiff certifying the claim, proving the merits, or proving damages.

Defendants' disputed this claim, arguing that they maintained an alternative workweek schedule, which was authorized by Wage Order No. 5, and which accounts for any purported deficiency in the payment of overtime premiums. Although I do not believe Defendants would be successful in proving any alternative workweek schedule applied to the facts of this case, no claim is certain to succeed in litigation. Thus, I believe a more likely range of recovery for this claim is between \$393,812.35 to \$416,977.79 (10% to 15% reduction based on risk);

- d) Unpaid Overtime (Regular Rate of Pay): This theory of liability for unpaid overtime is based on allegations that Defendants sometimes paid Class Members two different rates for their regular hours in the same workweek, but when Defendants paid overtime, they paid based on the lower hourly rate, rather than the higher, blended regular rate of pay. The maximum damages for this claim are \$4,427.36. Approximately 2.9% of the pay periods or about 172.81 pay periods were affected during the Class Period, which included overtime where Class Members earned two different hourly rates of pay over the same period. The average amount of overtime owed per affected pay period was \$25.62. At approximately 172.81 affected pay periods, this equals \$4,427.36 total unpaid wages resulting from regular rate of pay violations (\$25.62 owed per pay period x 172.81 pay periods). For purposes of the *Kullar* analysis, we are not discounting the value of this claim;
- e) Meal Periods: This claim is based on allegations that Defendants instructed employees to never leave consumers unattended, even during meal and rest periods, or there would be disciplinary action up to and including termination and that Defendants required employees to sign on-duty meal and rest period agreements. The maximum damages for this claim are \$1,140,239.52. This amount was calculated based on an average hourly rate of \$21.36, an average of 3.28 shifts per workweek with each shift being in excess of five hours, and 16,275 total workweeks. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Defendants contended that Class Member signed on duty meal period

1 agreements. Also, Defendants contended that they provided complaint meal periods to
2 Plaintiff and similarly situated employees and their meal period policy and time keeping
3 policies required Plaintiff and similarly situated employees to take compliant meal
4 periods, clock out for meal periods, and attest to payroll time records being complete
5 and accurate. For example, the timecards that employees filled out required employees
6 to acknowledge and sign that the hours reflected on the timesheet are accurate and true
7 and that the employee received all his or her required breaks and meal periods, and if
8 employee worked during meal periods, it was done voluntarily and employee was
9 compensated accordingly, and that Defendants made all meal periods available and
10 afforded employees the opportunity to take all breaks. While Plaintiff can utilize the
11 rebuttable presumption of meal period violations based on the time records under
12 *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 78 (2021), Defendants' records may be
13 seen as sufficient to rebut the presumption. There was substantial risk that the Court
14 may find the on-duty meal period agreements were valid despite there being other
15 employees available to cover any meal periods taking by employees. Taking these
16 factors into account, I believe a more realistic range of recovery for this claim is
17 between \$342,071.86 to \$570,119.76 (50% to 70% reduction based on risk);

- 18 f) Rest Breaks: This claim was based on the same allegations as the meal period claim.
19 Based on 3.28 shifts per week that were equal to or in excess of 3.5 hours, 16,275
20 workweeks during the Class Period, and an average \$21.36 hourly rate, this equates to a
21 maximum exposure of approximately \$1,140,239.52. This amount does not take into
22 account any potential risks with respect to Plaintiff certifying the claim, proving the
23 merits, or proving damages. Because this claim is based on the same factual basis as the
24 meal period claims, it is also subject to the same risks as detailed above. However, there
25 is no requirement that an employer keep records of rest periods, so this claim does not
26 benefit from any presumptive violation based on time records under the law like meal
27 period claims do. This presented an even greater risk for Plaintiff's rest period claims
28 than is present for the meal period claims. Taking these factors into account, I believe a

1 more realistic range of recovery for this claim would be between \$342,071.86 to
2 \$456,095.81 (60% to 70% reduction based on risk);

3 g) Reimbursement: This claim was based on Plaintiff's contention that Class Members
4 were required to use their personal cell phones to communicate with their supervisors,
5 managers, and/or home office. This is based on a monthly cell phone bill of
6 approximately \$100 and 25% work usage rate, which equates to approximately \$5.77
7 owed per week. The maximum exposure for this claim is \$90,530.23. This amount does
8 not take into account any potential risks with respect to Plaintiff certifying the claim,
9 proving the merits, or proving damages. Defendants heavily disputed whether use of
10 personal cell phones was required given the presence of company phones on premises
11 that Class Members were readily able to use and did regularly use. Defendants
12 contended that the use of any applications on a personal device or using cell phones to
13 communicate with supervisory employees and/or clients was, at most, a personal choice
14 of convenience by Class Members. Furthermore, it is unlikely that Class Members all
15 had their own standalone cell phone plans as opposed to being billed as additional lines
16 on a pre-existing plan. In my experience there has always been a range of individuals
17 whose cell phone plans are \$30-\$60 per month as additional lines on a pre-existing plan.
18 Thus, it is unlikely that the full amount of damages Plaintiff calculated would be
19 established even if Plaintiff was successful in certifying the class and establishing
20 liability. Based on these risks, I believe a more realistic range of recovery for this claim
21 would be between \$27,159.07 to \$36,212.09 (60% to 70% reduction based on risk);

22 h) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum
23 wage, meal and rest period claims. The maximum exposure for this claim is \$158,050,
24 which is calculated based on an initial violation of \$50 per pay period per employee and
25 assumes a violation in each of the 3,161 pay periods within the one (1) year penalty
26 statute of limitations. This amount does not take into account any potential risks with
27 respect to Plaintiff certifying the claim, proving the merits, or proving damages.
28 Because this claim is derivative of Plaintiff's other claims, the same risks identified

1 above for the minimum wage, overtime, meal period, rest period claims apply here as
2 well, substantially affecting the potential value of this claim. Furthermore, under the
3 recent California Supreme Court case, *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th
4 1056 (2024), employers now have a good faith dispute defense against wage statement
5 claims. Given the factual and legal disputes presented in this fact, I believe it is likely
6 that a Court would find a good faith dispute exists. Thus, I believe it is more realistic
7 that there would be no recovery for this claim;

8 i) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, meal
9 and rest period claims. The maximum damages for this claim are \$317,836.80. This
10 amount does not take into account any potential risks with respect to Plaintiff certifying
11 the claim, proving the merits, or proving damages. The maximum damages were
12 calculated based on the \$21.36 average hourly rate, 62 former employees within the
13 three (3) year penalty statute of limitations, and an average of 8 hours worked per shift.
14 Plaintiff utilized the full 30 days to calculate the total amount due for each formerly
15 employed Class Member. Because it is derivative of Plaintiff's claims asserted above, it
16 carries all the same risks. Similar to claims for liquidated damages for minimum wages
17 and wage statement violations, waiting time penalties are subject to a good faith dispute
18 defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). For
19 the same reasons as stated above, it is likely that a good faith dispute would be found
20 and the value associated with this claim would be eliminated entirely;

21 j) Failure To Pay Accrued PTO: This claim is based on allegations that Defendants
22 required Plaintiff and similarly situated to forfeit accrued and unused vacation. As a
23 result, Defendants did not pay accrued but unused PTO out at an employee's separation.
24 Defendants disputed this claim and contended that they paid all accrued PTO at an
25 employee's separation. Plaintiff's calculations assume that Defendants did not pay
26 approximately 16 hours on average per Class Member. There were 46 affected Class
27 Members. As a result, Defendants did not pay 736 hours of accrued PTO in total,
28 resulting in \$15,720.96 owed to Class Members (736 PTO hrs x \$21.36 average hourly

rate). Taking these factors into account, I believe a more realistic range of recovery for this claim would be between \$7,860.48 to \$11,004.67 (50% to 70% reduction based on risk);

k) PAGA: This claim is derivative of the Labor Code violations identified above and would be subject to all the same risks as the underlying claims it is based on. Again, we did not find any prior Labor Commissioner or court decisions that stated Defendants' practices and/or policies were improper, so the exposure analysis is based on an "initial violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral*, 163 Cal.App.4th at 1207-1209. Based on Class Members' payroll data, the maximum exposure for this claim is \$2,004,843.20, which was calculated per violation as follows:

- *Minimum Wages*: \$316,100 (3,161 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));
- *Overtime*: \$158,050 (3,161 pay periods x \$50 per pay period per Labor Code section 558);
- *Meal Periods*: \$158,050 (3,161 pay periods x \$50 per pay period per Labor Code section 558);
- *Rest Periods*: \$316,100 (3,161 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));
- *Wage Statements*: \$316,100 (3,161 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));
- *Waiting Time Penalties*: \$66,643.20 (13 former employees within the penalty statute of limitations. Calculated the same as waiting time penalties pursuant to Labor Code section 256 [\$21.36 average hourly rate x 8-hour day x 30 days = \$5,126.40. 13 former employees x \$5,126.40 = \$66,643.20]);
- *Reimbursement*: \$316,100 (3,161 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));

- *Failure to Maintain Accurate Records*: \$37,000 (\$500 x 74 employees within the penalty statute of limitations per Labor Code section 1174.5);
- *Sick Leave*: \$316,100 (3,161 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));
- *Failure to Pay Accrued PTO*: \$4,600 (46 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));

These amounts do not take into account any of the risks in proving the merits of the underlying claims that the PAGA damages are based on. The identified risks would likely eliminate several of the claims (*e.g.* minimum wages & waiting time penalties), and/or substantially reduce the number of pay periods at issue due to the inability to prove the claims in every pay period for every employee. In addition to the risks on the merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this case because a majority of the civil penalties sought would be in addition to amounts owed for substantive violations, some of the violations are due to technical non-compliance with the Labor Code, such as derivative wage statement violations, several of the violations under different statutes arise from the same, singular conduct (*e.g.* off-the-clock work, unpaid daily overtime, and meal and rest period violations). Defendants produced wage and hour policies and other documents related to attempts at complying with the California Labor Code that a Court may find demonstrates a good faith attempt at compliance, and there were several instances where the actual substantive loss experienced by Aggrieved Employees was substantially less per pay period than the potential maximum penalty that could be imposed. Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction); *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). The 82% reduction equates to roughly \$9-\$18 worth of civil penalties per

1 pay period per employee depending on the total potential value of the civil penalty (*i.e.*
2 \$50-\$100), which is more in line with actual awards based on my experience and review
3 of awards in other cases. Thus, even if using the maximum values and setting aside
4 risks of proving the claims on the merits, the total exposure may be cut to approximately
5 \$360,871.78 (82% reduction) to \$1,403,390.24 (30% reduction) or lower. It is important
6 to note that this discretionary reduction is completely separate and in addition to any
7 risks on the merits. Given the substantial risks associated with the claims, I believe the
8 amount that might ultimately be awarded under this claim would be significantly lower
9 than the maximum civil penalties available. I believe allocating \$40,000 to the PAGA
10 claims in this case is appropriate, especially in light of amounts that Courts have
11 approved as reasonable valuations in other cases. *See Nordstrom Com. Cases*, 186
12 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims
13 based on their being disputed and being part of a class settlement which was evaluated
14 based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*,
15 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement
16 values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL
17 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total
18 estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL
19 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where
20 total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated
21 value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal.
22 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore*
23 *v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA
24 allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
25 *Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA
26 allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL
27 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9
28 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v.*

1 *M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA
2 allocation in \$3,950,000 gross settlement amount allocated to California class even
3 though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
4 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal.
5 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz*
6 *Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation
7 from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
8 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement
9 fund).

10 10. In summary, Plaintiff's gross recovery of \$700,000 under the Agreement equals
11 approximately 10.3% of the maximum value of the claims in this matter (\$6,771,871.32) and between
12 20.7% and 40.7% of the more realistic range of recovery (\$1,719,578.32 to \$3,380,834.86). After
13 deducting the proposed allocations for attorneys' fees and costs, any Enhancement Payment, Settlement
14 Administrator Costs, and the PAGA Payment from the Gross Settlement Amount, the net recovery
15 under the Agreement, \$377,500, represents approximately 5.6% of the maximum value of the claims in
16 this matter. The net recovery also represents between 11.2% and 22% of the more realistic range of
17 recovery. The average net award is approximately \$2,639.86, which is the equivalent of approximately
18 \$23.20 per workweek. I believe the Agreement is fair, reasonable, and adequate, representing a
19 reasonable compromise of claims based on the legal and factual disputes in this case. The ability to
20 secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than
21 proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this
22 Agreement.

23 11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
24 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
25 settlement or judgment should we recover a monetary amount. We took a risk that we would not
26 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
27 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
28 make sure employees are able to find affordable representation in order to ensure that employers are

1 complying with all their legal obligations towards employees and paying employees all their hard-
2 earned wages.

3 12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
4 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
5 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
6 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
7 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
8 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
9 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
10 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
11 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
12 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
13 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
14 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
15 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
16 and an officer for the Latino Law Students Association from 2009 to 2010.

17 13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
18 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
19 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent
20 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2024, I was
21 recognized as a Super Lawyer (Rising Star). From July 2024 to present I have been recognized as a
22 Super Lawyer. I have been a panel speaker and presented a number of seminars covering issues in
23 wage and hour litigation in general and complex class and PAGA litigation in particular. These
24 engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment
25 Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA
26 Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The
27 Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to
28 Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar.

2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association Labor and Employment Law Section’s executive committee in 2019 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act (“FLSA”) claims. I am actively involved in most all of the complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently litigating, including the instant case, includes, but is not limited to, the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Anguy v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080 (San Joaquin Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-00271174 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);

- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);

- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovation Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

14. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

15. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a

1 B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the
2 University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He
3 graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and
4 Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of
5 employment law articles for journals and our firm regularly publishes articles on our firm's website.
6 Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar)
7 Employment Review seminars from 2014 to the present. His speaking engagements include the
8 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
9 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
10 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
11 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
12 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
13 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
14 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
15 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
16 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
17 Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance
18 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
19 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
20 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
21 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
22 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
23 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);
24 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
25 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,
26 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
27 as a Super Lawyer from 2014 to present.
28

1 16. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
2 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
3 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
4 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
5 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
6 Federal Courts, including up to certification, settlement, preliminary and final approval, and
7 disbursement of monies, and has been found to satisfy the adequacy requirements for class counsel.
8 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
9 include the following:

- 10 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 11 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 12 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 13 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 14 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 15 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 16 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 17 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 18 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
19 Sup. Ct.);
- 20 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 21 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
22 Ct.);
- 23 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
24 Ct.);
- 25 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
26 Sup. Ct.);
- 27 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 28 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.

- Ct.);
- *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
 - *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
 - *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
 - *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
 - *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
 - *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
 - *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
 - *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
 - *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
 - *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup. Ct.);
 - *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
 - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
 - *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
 - *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
 - *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
 - *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
 - *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
 - *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
 - *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
 - *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
 - *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
 - *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);

- 1 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
2 Sup. Ct.);
- 3 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 4 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 5 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 6 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 7 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 8 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
9 00082201 (Sac Sup. Ct.);
- 10 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.
11 Sup. Ct.);
- 12 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 13 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 14 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 15 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
16 Sup. Ct.);
- 17 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 18 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 19 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 20 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

21 17. The preceding list of cases does not include those where, for a variety of reasons, the
22 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
23 of the case.

24 18. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr.
25 Konini graduated from Seton Hall University School of Law. Prior to moving to California, he
26 practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of
27 individual and class action cases, including those involving wage and hour claims, Private Attorney
28 General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and

1 harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing
2 as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in
3 September 2022. Mr. Konini has experience drafting written discovery, taking and defending
4 depositions, calculating class-wide damages, interviewing putative class members, drafting motions
5 and briefs on complex class action procedures, negotiating class and individual damages claims, and
6 communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini
7 has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely
8 *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v.*
9 *Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v.*
10 *Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins*
11 *v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources,*
12 *Inc., et al.*, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental*
13 *Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072
14 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool*
15 *Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case
16 No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.
17 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.
18 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
19 Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.
20 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr.
21 Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

22 19. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I
23 believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977),
24 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
25 *Graulty*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an
26 identifiable benefit on behalf of the class and equity counsels that the cost of the representation should
27 be borne equally amongst all class members receiving these benefits. The settlement recovery provides
28 an excellent result and is the product of substantial time and effort in analyzing the facts and law

1 applicable to this case. I agreed to take this case on a contingency basis and as a class action with the
2 possibility that I would not receive any compensation for my time and efforts due to issues regarding
3 the merits and/or certification and have carried that risk over the course of the case. I have reviewed
4 fee arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five
5 percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in
6 employment law cases, the typical percentage negotiated between parties ranges from thirty-five to
7 forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my own
8 firm and working with several other firms has been that the typical percentage negotiated between
9 parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same
10 factors. I have also reviewed several recent Federal District Court Cases where the Court has approved
11 common fund based fee requests. These cases include *Martin v. AmeriPride Servs., Inc.*, 2011 WL
12 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40%
13 where the gross settlement amount is less than \$10 million); *Singer*, 2010 WL 2196104, *8 (collecting
14 cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including
15 *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009)
16 [awarding 33.33% fee in a \$5.6 million wage and hour class action settlement], *Birch v. Office Depot*,
17 *Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40%
18 fee in a \$16 million wage and hour class action settlement], and *Rippee v. Boston Mkt. Corp.*, Case No.
19 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee in a \$3.75
20 million wage and hour class action settlement]]. I believe my request of \$245,000 (approximately
21 35%) for attorneys’ fees is justified given the results obtained on behalf of the class. The expected total
22 costs through final approval by Class Counsel are not expected to exceed \$12,500. Filed with this
23 Motion as Exhibit E is a true and correct copy of the costs incurred to date and expected to be incurred
24 through the completion of this case by Shimoda & Rodriguez Law, PC. Any difference in the actual
25 costs and the maximum amount allocated under the Agreement will be added to the Net Settlement
26 Amount.

27 20. I have used several class action administrator companies in the wage and hour class
28 actions I have resolved in the past and believe Apex Class Action, LLC will provide the best service to

1 administer the proposed class settlement. Apex Class Action, LLC, has provided a quote for the
2 estimated maximum cost of administering the class settlement of approximately \$11,490. A true and
3 correct copy of a cost estimate provided by Apex Class Action, LLC is filed with this Motion as Exhibit
4 D. This is only an estimate, and final pricing may vary depending on the issues, if any, that arise during
5 the administration of the settlement. However, the difference between the actual, lesser costs and
6 \$15,000, if any, will be paid to the Participating Class Members on a pro rata basis.

7 21. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
8 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
9 2699(s)(2). A true and correct copy of documents demonstrating the settlement documents were
10 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
11 Exhibit G.

12 22. A true and correct copy of the proposed Notice of Settlement is being filed with this
13 Motion as Exhibit F. The Notice of Settlement will direct Class Members to the Court's public access
14 web portal and provide instructions on how to search for the case to find electronic copies of all filed
15 documents in this case and other pertinent case information found on the Court's public access web
16 portal. I believe utilizing the public access web portal is a superior method for online/electronic notice
17 to Class Members for several reasons. First, the case information and relevant settlement documents
18 will remain available for much longer on the public access web portal than on an administrator's
19 website. Generally, case web pages created by administrators are taken down shortly after any
20 compliance hearing whereas the case information on the public access web portal will remain available
21 for several years after any compliance hearing. Second, there are no added costs to Class Members in
22 utilizing the public access web portal. To the extent a Class Member has the means to access an
23 administrator web page (*e.g.* phone/computer & internet service), they will also be able to access the
24 public access web portal. There is no charge on the public access web portal for searches utilizing case
25 numbers and the Notice of Settlement will provide instructions for searching by case number. Third,
26 utilizing the public access web portal will result in fewer costs associated with settlement
27 administration, resulting in more funds to distribute to Class Members. Fourth, utilizing the public
28 access web portal will give Class Members a greater ability to keep apprised of the case status heading

1 into any final approval hearing(s) and/or compliance hearing(s). Finally, it will also help in
2 effectuating notice of final judgment to Class Members. To the extent final approval is granted, we
3 will file a notice of entry of judgement. For the reasons already stated above, the ease of access and
4 longevity of records on the public access web portal will make it easier for Class Members to obtain
5 and review the notice of judgment well into the future.

6 23. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. (“CPB”) and
7 The Center For Workers Rights (“CFWR”). Only those funds that remain from uncashed settlement
8 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

9 24. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
10 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
11 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
12 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
13 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
14 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
15 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
16 *pres* funds from several jurisdictions in the State of California.

17 25. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
18 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
19 their current or former employment. This assistance regularly includes, but is not limited to, free legal
20 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
21 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
22 forms, and direct representation in administrative hearings, including administrative hearings in front of
23 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
24 who provide assistance, along with experienced employment law attorney volunteers. These services
25 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
26 and continuing through today under CPB.

27 26. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
28 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the

1 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
2 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
3 workers and advises them as to the available legal remedies. In addition to individual counseling on
4 employment issues, the CFWR educates workers, unions, and community members about workplace
5 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

6 27. The CFWR provides limited representation for low-wage workers in wage claims before
7 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety
8 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
9 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
10 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
11 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
12 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
13 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
14 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
15 respect to those wage claims.

16 28. I believe the services provided by CPB and the CFWR promote the law consistent with
17 the objective of wage and hour class actions in general and in this case specifically.

18 29. I have spoken with every other attorney at my firm to determine whether they have any
19 relationship with either of the proposed *cy pres* beneficiaries.

20 30. I have volunteered for both organizations numerous times over the past several years,
21 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
22 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB’s advisory
23 committee. These organizations are non-profits that assist low-income workers throughout California,
24 giving free legal advice regarding employment law issues and representing employees with wage claims
25 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
26 these entities provide to individuals in need of employment law advice and representation at the
27 California Labor Commissioner.
28

31. Furthermore, CFWR has not, and does not, provide any referrals to Shimoda & Rodriguez Law, P.C.

32. Galen T. Shimoda has volunteered for both organizations on and off over the past several years through either presenting wage and hour seminars to law students who staff the free advice clinics or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer work with either organization since approximately March 2020. Mr. Shimoda has never received payment or compensation of any kind in connection with any work he's done with either of the proposed *cy pres* beneficiaries. Renald Konini has never done any work, volunteer or otherwise with Capital Pro Bono, Inc., but has done volunteer work in the advice clinic with CFWR. Neither my firm, myself, Mr. Konini, nor Mr. Shimoda have ever received any compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in connection with any of the volunteer work we have done with the organizations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 10, 2026, in Sacramento, California.


Justin P. Rodriguez

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Justin P. Rodriguez (Cal. State Bar No. 278275)
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Attorneys for Plaintiff TRIXIE MAE CALO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SOLANO

TRIXIE MAE CALO, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

C.A.S.A. LUNA INC., a California
Corporation; NORTH CASA LUNA INC., a
California Corporation; SELENE CRUZ-
ASTORGA, an individual; ROMAR
RAQUINIO, an individual; LIBIA CRUZ-
LEON, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No. CU25-02951

*Assigned for All Purposes to Hon. Stephen Gizzi
Department 3*

CLASS ACTION

**DECLARATION OF TRIXIE MAE CALO IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 16, 2027

Time: 9:00 a.m.

Dept.: 3

Judge: Hon. Stephen Gizzi

Filed: March 28, 2025

FAC Filed: June 27, 2025

Trial Date: None Set

1 I, Trixie Mae Calo, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants C.A.S.A. Luna Inc., North Casa Luna Inc., Selene Cruz-
6 Astorga, Romar Raquinio, and Libia Cruz-Leon ("Defendants") from approximately November 2021 to
7 November 12, 2024, working as a non-exempt employee. I was subject to all of Defendants' policies
8 and practices that have been alleged as unlawful in the Complaint and the notice sent to the Labor and
9 Workforce Development Agency ("LWDA"), including the following: failure to pay overtime, failure to
10 pay minimum wages, failure to provide accurate wage statements, failure to timely pay final wages,
11 failure to provide meal and rest periods or pay premiums in lieu thereof, failure to pay reimbursement
12 for expenses, failure to maintain accurate records, failure to pay sick leave, untimely payment of wages,
13 failure to pay vested vacation time, unfair competition, and violation of Labor Code section 558.

14 3. I have actively participated in the litigation of this case for the benefit of all Class
15 Members. Prior to obtaining an attorney, I contacted several law offices and researched potential
16 attorneys to bring the claims. I wanted to make sure the law firm chosen to bring the claims had
17 attorneys with experience and skill in bringing those types of claims. I also researched the typical issues
18 raised when litigating the potential claims. I wanted to make sure I could have an informed discussion
19 with an attorney about the claims and have a better idea of what to expect moving forward in litigation
20 and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be
21 actively involved in the case to help ensure a positive outcome. I began working with Shimoda &
22 Rodriguez Law, PC, to investigate the claims on November 18, 2024, discussing the facts of the case,
23 showing and explaining the context behind the documents I had to support the claims, and discussing
24 potential witnesses to corroborate the information I was providing.

25 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
26 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
27 PAGA action meant that it would take substantially longer than pursuing my claims individually,
28 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the

1 end, but I believed it was important to make sure that Defendants followed the law for everyone. I
2 undertook a professional and financial risk in pursuing the case as a class and PAGA action because my
3 name would be on a publicly available document showing that I had sued a former employer at a time
4 when I was unemployed and searching for a new job and, if unsuccessful in bringing the claims, I would
5 be obligated to pay Defendants' costs incurred over the course of this complex litigation. My
6 understanding is that this is a substantial risk because the costs associated with litigation, in general, are
7 very high and this cost is multiplied many times over in complex litigation like class actions.

8 5. During the course of this litigation, I have given detailed accounts of all the facts related
9 to my employment. I provided my attorneys with extensive documentation that I believe supported the
10 claims brought against Defendants. I met with and assisted my attorneys in understanding these
11 documents and providing context for Defendants' payroll process as it applied to me and how I believed
12 it applied to Defendants' other employees within the class. I worked there for a long period of time and
13 worked in two different locations, so I was able to discuss the similarities of the wage and hour policies
14 and practices among all Class Members.

15 6. The work I performed for this case included an extensive review of documents and
16 payroll practices to show and explain to my attorneys what was happening and why I thought it was
17 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
18 and work performed in a typical day and any circumstances that would cause relevant differences to my
19 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
20 whether and how any of the documents corroborated the validity of the claims and listed potential
21 witnesses related to any issues raised by the documents. Additionally, I helped review and explain to
22 my attorneys different documents such as payroll documents, paystubs and payroll records, payroll
23 policies, meal and rest period policies, schedules, timecards, and Defendants' practices of such policies
24 and how shifts were scheduled. I also participated in mediation to assist my attorneys and help flesh out
25 facts that were important to our claims. This addressed all the claims alleged and we continued to
26 discuss and review these items throughout the case as more information was provided by Defendants. I
27 also spent a substantial amount of time working to identify potential witnesses and speaking to others
28 who could be interviewed by my attorneys and provide declarations.

1 7. I participated in the negotiations and settlement discussions in this case, including
2 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
3 additional information needed to assist the negotiations, and discussing the potential terms of the
4 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
5 when I needed clarification about various aspects of this case to make sure steps were continually taken
6 to advance the interests of Class Members. I have reviewed the final Joint Stipulation of Class Action
7 and PAGA Settlement and Release, discussed the terms with my attorneys, and asked my attorneys any
8 questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the
9 facts of the case.

10 8. To date, I estimate that I have spent approximately 75-90 hours assisting my attorneys in
11 litigating this case. I expect that the amount of time I spend on this case will increase if preliminary
12 approval is granted because Class Members will likely reach out to me about the Settlement, the Notice
13 of Settlement, and the process for receiving payment.

14 9. I have not received any benefits as a result of filing this lawsuit. However, I believe I
15 have experienced several substantial burdens as a result of filing this lawsuit that other Class Members
16 were not subject to. As noted above, I took on the professional risk of lengthening my unemployment
17 after working for Defendants because future employers were able to see, from publicly available
18 documents, that I sued my former employer. Additionally, I undertook the risk of having to pay
19 Defendants' litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial
20 amount of time in this case, securing a monetary benefit for many individuals who have not had to do
21 anything whatsoever to have the opportunity to receive it. After I eventually secured another job, the
22 time I have spent on this case has had to occur during my lunch and/or break times, after hours, and on
23 my days off. Also, I am a single mother and have to take care of two young children. Rather than spend
24 this time with friends and family, I have spent this time for the benefit of Class Members. Furthermore,
25 I experienced a great amount of stress because of this litigation. Finally, as part of the Settlement, I am
26 the only individual providing a general release of all my individual claims and waiving the protections
27 of California Civil Code section 1542 for unknown claims. No other Class Member is subject to such a
28 broad release. I believe awarding the full Enhancement Payment is warranted given the time I have

1 spent on the case, the benefit secured for Class Members and the LWDA, my general waiver of all
2 claims beyond the more limited release Class Members are subject to, and the risks and burdens I have
3 experienced as a result of this litigation.

4 10. I understand that any Enhancement Payment I may receive is for my participation as a
5 Class Representative and it is not contingent on my support or approval of the Agreement.

6 11. I have no interest in the designated *cy pres* beneficiaries, Capital Pro Bono, Inc., and the
7 Center for Workers' Rights, whether financial, in their governance, or otherwise.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on 09/09/2026 in Fairfield, California.

10
11 

12 Trixie Mae Calo (Sep 9, 2026 16:31:49 PDT)

13 Trixie Mae Calo
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Attorneys for Plaintiff TRIXIE MAE CALO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SOLANO

TRIXIE MAE CALO, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

C.A.S.A. LUNA INC., a California
Corporation; NORTH CASA LUNA INC., a
California Corporation; SELENE CRUZ-
ASTORGA, an individual; ROMAR
RAQUINIO, an individual; LIBIA CRUZ-
LEON, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No. CU25-02951

*Assigned for All Purposes to Hon. Stephen Gizzi
Department 3*

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 16, 2027

Time: 9:00 a.m.

Dept.: 3

Judge: Hon. Stephen Gizzi

Filed: March 28, 2025

FAC Filed: June 27, 2025

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Apex Class Action, LLC Bid
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: September 10, 2026

Shimoda & Rodriguez Law, PC

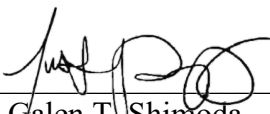
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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Attorneys for Plaintiff TRIXIE MAE CALO individually
and on behalf of similarly situated employees

[additional parties and counsel identified on next page]

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SOLANO

TRIXIE MAE CALO, individually and on
behalf of all other similarly situated employees,

Plaintiff,

vs.

C.A.S.A. LUNA INC., a California
Corporation; NORTH CASA LUNA INC., a
California Corporation; SELENE CRUZ-
ASTORGA, an individual; ROMAR
RAQUINIO, an individual; LIBIA CRUZ-
LEON, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: CU25-02951

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

Filed: March 28, 2025

FAC Filed: June 27, 2025

Trial Date: None Set

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SELENE CRUZ-ASTORGA, ROMAR RAQUINIO,
LIBIA CRUZ-LEON

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Trixie Mae Calo (“Plaintiff”), on behalf of herself, the Labor and
3 Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendants C.A.S.A.
4 Luna Inc., North Casa Luna Inc., Selene Cruz-Astorga, Romar Raquinio, and Libia Cruz-Leon
5 (“Defendants”). This Agreement is subject to the terms and conditions set forth below and the approval of
6 the Court.

7 **1. DEFINITIONS**

8 The following terms, when used in this Agreement, have the following meanings:

9 1.1 “Action” means the above stated lawsuit, *Calo v. Casa Luna, Inc., et al.*, Solano County
10 Superior Court, Case No. CU25-02951, filed March 28, 2025.

11 1.2 “Aggrieved Employee(s)” means all non-exempt employees who worked, or continue to
12 work, for Defendants in California at any time between March 28, 2024, and up to June 28, 2026.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
16 Shimoda & Rodriguez Law, PC.

17 1.5 “Class Member(s)” means all non-exempt employees who worked, or continue to work, for
18 Defendants in California at any time between March 28, 2021, and up to June 28, 2026.

19 1.6 “Class Period” means any time between March 28, 2021, and up to June 28, 2026.

20 1.7 “Class Representative” means Plaintiff Trixie Mae Calo.

21 1.8 “Class Representative’s Released Claims” means a general release of all obligations, debts,
22 claims, liabilities, demands, and causes of action of every kind, nature, and description whatsoever, whether
23 or not now known, suspected or claimed, which they ever had, now have, or may hereafter acquire against
24 Defendants and the Released Parties, including a waiver of rights under California Civil Code section 1542,
25 which provides as follows:

26 A general release does not extend to claims that the creditor or releasing party
27 does not know or suspect to exist in his or her favor at the time of executing
28 the release and that, if known by him or her, would have materially affected
his or her settlement with the debtor or released party.

1 This general release shall be from the beginning of time through the date this Agreement is executed by
2 Plaintiff. The Class Representative's Released Claims exclude claims for workers' compensation,
3 unemployment insurance benefits, or other claims that cannot be released as a matter of law. The Class
4 Representative's Released Claims shall act as further consideration for Defendants not opposing any
5 request by Plaintiff for an Enhancement Payment.

6 1.9 "Complaint" means the operative Complaint on file in the Action with the Court.

7 1.10 "Court" means the Solano County Superior Court.

8 1.11 "Defendants" means C.A.S.A. Luna Inc., North Casa Luna Inc., Selene Cruz-Astorga,
9 Romar Raquinio, and Libia Cruz-Leon.

10 1.12 "Defendants' Counsel" means Gould, Hahn, & Reinhardt P.L.C. and Workplace Legal, A
11 Professional Law Corporation.

12 1.13 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
13 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
14 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
15 Representative as a Participating Class Member.

16 1.14 "Effective Date" means the Final Approval Date unless there is a timely objection lodged
17 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
18 after a signed order approving this settlement has been filed provided no appellate proceeding has been
19 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
20 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
21 further remedies or relief, whichever is later.

22 1.15 "Final Approval Date" means the date a signed order granting final approval of this
23 Agreement is filed with the Court.

24 1.16 "Gross Settlement Amount" is the sum of Seven Hundred Thousand Dollars (\$700,000).

25 1.17 "Individual Settlement Amount" means an individual Class Member's and Aggrieved
26 Employee's allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
27 Sections 1.19, 1.23, 5.5, and 5.8.

28 1.18 "LWDA" means the California Labor and Workforce Development Agency.

1 1.19 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
2 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
3 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
4 Payment to the Class Representative.

5 1.20 “Notice of Settlement” means the document substantially in the form attached hereto as
6 Exhibit 1.

7 1.21 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of
8 Settlement to Class Members and Aggrieved Employees.

9 1.22 “PAGA” means Private Attorneys General Act.

10 1.23 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
11 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

12 1.24 “PAGA Claim Period” means March 28, 2024, up to June 28, 2026.

13 1.25 “Parties” mean Defendants and Plaintiff.

14 1.26 “Participating Class Member” means any and all Class Members who have not made any
15 timely request to opt out of the Agreement.

16 1.27 “Preliminary Approval Date” means the date a signed order granting preliminary approval
17 of this Agreement is filed with the Court.

18 1.28 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
19 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
20 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement
21 shall remain the property of Defendants until the payments required under the Agreement are made.

22 1.29 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
23 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
24 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
25 Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of
26 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class
27 Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class Member
28

1 and/or Aggrieved Employee was actively employed in California in a particular workweek shall be
2 construed from Defendants' records.

3 1.30 "Released Class Claims" means any and all class claims that are alleged in the Complaint,
4 and any additional wage and hour claims that could have been brought based on the facts alleged in the
5 Complaint, through the Class Period. This release excludes the release of claims not permitted by law.
6 The Released Class Claims exclude claims for workers' compensation or unemployment insurance
7 benefits. This release will cover all Class Members who do not opt out.

8 1.31 "Released PAGA Claims" means any and all claims that were brought under the Private
9 Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's notice letter to the LWDA and
10 any additional wage and hour PAGA claims that could have been brought based on the facts alleged in
11 Plaintiff's notice letter to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt
12 out of this waiver of claims.

13 1.32 "Released Parties" means Defendants, as well as Defendants' officers, shareholders,
14 directors, agents, employees, attorneys, and insurers.

15 1.33 "Settlement Administrator" means and refers to Apex Class Action, LLC, the third-party
16 entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party
17 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
18 Agreement. The Parties each represent that they do not have any financial interest in the Settlement
19 Administrator.

20 1.34 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the
21 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
22 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
23 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
24 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
25 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
26 Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees
27 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
28 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,

1 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
2 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
3 other filings required by any governmental taxing authority or agency; all costs and fees associated with
4 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
5 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
6 in connection with the execution of its duties under this Agreement.

7 **2. DESCRIPTION OF THE LITIGATION**

8 2.1 On or about March 28, 2025, Plaintiff sent notice to the LWDA to exhaust administrative
9 remedies under the PAGA for failure to pay overtime wages, failure to pay minimum wages, failure to
10 provide meal periods or pay meal period premiums in lieu thereof, failure to provide rest periods or pay
11 rest period premiums in lieu thereof, failure to provide accurate wage statements, failure to pay final wages,
12 failure to pay reimbursements for expenses, and failure to maintain accurate records, failure to provide paid
13 sick leave, untimely payment of wages, and failure to pay vested vacation time. The LWDA did not
14 respond to the notice within the statutorily required time frame and, as such, Plaintiff became authorized
15 to act as a Private Attorney General on all alleged PAGA claims.

16 2.2 On or about March 28, 2025, Plaintiff filed a class action Complaint in Solano County
17 Superior Court on behalf of herself and Class Members alleging claims for (1) Failure to Pay Overtime
18 Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide
19 Rest Periods, (5) Wage Statement Violations, (6) Failing to Pay Final Wages, (7) Failure to Reimburse
20 Expenses, (8) Failure to Pay Vested Vacation Time, and (9) Unfair Competition. Plaintiff filed a First
21 Amended Complaint on approximately June 27, 2025, to add a PAGA cause of action based on the
22 violations alleged in the March 28, 2025 notice to the LWDA on behalf of herself and Aggrieved
23 Employees.

24 2.3 Through formal and informal discovery, Defendants and Defendants' Counsel provided
25 Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
26 and information on Class Members including, but not limited to, Class Members' workweeks, dates of
27 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data
28 and payroll reports for Class Members.

1 2.4 After Class Counsel received the data, the Parties participated in a lengthy mediation with
2 private mediator Jeremy Naftel on April 28, 2026. At the conclusion of the mediation, the Parties were
3 able to come to a resolution as a result of a mediator's proposal. At all times, the Parties' settlement
4 negotiations have been non-collusive, adversarial, and at arm's length.

5 2.5 Discussions between Plaintiff and Class Counsel and between counsel for the Parties,
6 document productions, extensive legal analysis, the provision of information by Defendants to Plaintiff,
7 and the detailed analysis of the records, including expert analysis, have permitted each side to assess the
8 relative merits of the claims and the defenses to those claims.

9 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to pay
10 overtime for work performed over eight (8) hours per day, 2) failing to pay for off-the-clock work
11 performed by Plaintiff and similarly situated employees receiving and/or providing patient status reports
12 before and/or after their scheduled shifts, 3) failing to properly calculate the regular rate of pay for premium
13 wage payments when Plaintiff and similarly situated employees earned multiple rates within the same
14 workweek; 4) failing to provide compliant meal and rest periods by requiring Plaintiff and similarly situated
15 employees to remain on duty during such periods, 5) failing to reimburse employees for the cost of using
16 their personal cell phones for work purposes, and 6) requiring Plaintiff and similarly situated employees to
17 unlawfully forfeit their accrued but unused PTO. Defendants have denied each of Plaintiff's claims and
18 Defendants have denied that this Action is appropriate for class certification for anything other than
19 settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties'
20 theories of potential exposure for the underlying claims and the class data supporting these claims. The
21 Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability
22 based on Defendants' factual and legal contentions and defenses.

23 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
24 and the information exchanged to date, are more than sufficient to assess the merits of the respective
25 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
26 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
27 manner and upon such terms and conditions set forth herein in order to avoid further expense,
28 inconvenience, and distraction of further legal proceedings, and the risk of an adverse outcome each of the

Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief asserted in the Action. Defendants have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE CLASS

4.1 The scope of the class of individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely requests to opt out of the Agreement and settlement, as set forth in Section 7.5.1.

1 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
2 this Agreement.

3 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
4 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
5 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
6 data request to the Settlement Administrator. The data request must contain all of the following
7 information: (a) the full name and, if applicable, Social Security Number of the individual making the
8 request; (b) the name used by such employee as of the time his or her employment with Defendants ended;
9 (c) the individual's dates of employment with Defendants; and (d) a return address to which a response
10 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
11 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
12 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
13 more than two business days later) transmit the data requests to Defendants' Counsel and request that
14 Defendants review their records.

15 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or
16 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
17 person who submitted the data request, at the address designated for that purpose in the data request. All
18 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
19 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
20 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved
21 Employee for all other purposes.

22 4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or
23 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in
24 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
25 dispute. Defendants' records shall control unless the individual submitting the data request provides
26 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants'
27 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
28 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve

the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount (\$700,000). Funding of the Gross Settlement Amount shall occur in two equal installments. The first installment shall be paid within 21 calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The second installment shall be paid within 1 year after the Effective Date. The Gross Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$12,500, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$12,500 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class

Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$15,000. The difference between any actual costs and the allocated \$15,000 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for an Enhancement Payment to the Class Representative in an amount not to exceed Ten Thousand Dollars (\$10,000) to compensate for the risks, time, and expense of her involvement in the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Individual Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member. Defendants have agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so long as it does not exceed the amount stated herein. The Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.5 PAGA Payment: Forty Thousand Dollars (\$40,000) of the Gross Settlement Amount shall be allocated to resolving claims under the PAGA. Sixty-Five percent (65%) of the PAGA Payment will be paid to the LWDA and Thirty-Five percent (35%) will be paid to Aggrieved Employees on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

1 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
2 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
3 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
4 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
5 any new or additional compensation or benefits under any company bonus or other compensation or benefit
6 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
7 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
8 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
9 Amounts provided for in this Agreement are the sole payments to be made by Defendants to the
10 Participating Class Members and Aggrieved Employees in connection with this Agreement
11 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
12 might have been in effect during the period covered by this Agreement).

13 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
14 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
15 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
16 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
17 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
18 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
19 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the
20 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members
21 under this formula who timely opt out of the Settlement will be redistributed to Participating Class
22 Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing
23 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all
24 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to
25 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved
26 Employee's share of the 35% portion of the PAGA Payment will be determined by dividing their total
27 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all
28

Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 35% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and Aggrieved Employees are as follows:

5.9.1 One Third (1/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

5.9.2 Two Thirds (2/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this payment shall be divided equally among the 1099-MISC and 1099-INT designations.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 35% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state, and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Participating Class Members, the

1 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
2 Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or
3 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
4 implications of any provision of this Agreement.

5 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
6 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
7 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
8 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
9 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
10 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
11 not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible
12 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
13 the date of such event.

14 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
15 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
16 establishing class certification have been met and are met.

17 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
18 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
19 Aggrieved Employees.

20 **6. RELEASE**

21 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
22 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
23 as to all Released Parties.

24 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
25 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
26 Released Parties.

6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and forever release the Released Class Claims, Released PAGA Claims, and Class Representative's Released Claims as to all Released Parties.

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:

- 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are valid;
- 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amounts, including employer taxes;
- 3) taking appropriate steps to trace and locate any individual Class Members and Aggrieved Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members;
- 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law;
- 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek calculations;
- 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements;
- 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees;
- 8) maintaining a QSF;
- 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees;
- 10) determining the validity of any disputes or late opt outs by previously unidentified Class Members or Aggrieved Employees;
- 11) paying any residual funds from uncashed checks;
- 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt out requests received; (i) the number of disputes

received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will be sent to Class Members in English and Spanish. The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt out from the Agreement. The Notice of Settlement will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved Employee's estimated Individual Settlement Amount. The Notice of Settlement will provide information on how to access electronic copies online of the Notice of Settlement, any motions for approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court directs.

7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the first and last name, last known mailing address, last known telephone number, Social Security Number, start and end date (if any) of employment of each Class Member and Aggrieved Employee, and any other information the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying

1 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days
2 after receipt of such address information, the Settlement Administrator will perform a national change of
3 address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail the
4 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved
5 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information
6 received from Defendants confidential to itself, and Defendants’ Counsel. However, Class Counsel shall
7 be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts
8 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
9 identifying information is redacted and/or omitted.

10 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
11 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
12 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
13 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
14 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
15 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
16 five (5) calendar days to any more recent address found as a result of the search. Following each search
17 that does not result in a corrected address, for those Class Members who appear to be current employees
18 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
19 Defendants’ Counsel for assistance and Defendants shall cooperate in good faith with the Settlement
20 Administrator’s reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
21 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address
22 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt out, a
23 dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
24 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
25 followed and the Class Member does not timely and properly request to opt out, the Class Member shall
26 be bound by all terms of the Agreement, including the releases contained in Section 6.

1 7.5 Responses to Notice of Settlement:

2 7.5.1 *Opt outs:* The Notice of Settlement shall provide that Class Members who wish to
3 exclude themselves from the Agreement must submit a request to opt out as provided in this Section. The
4 request to opt out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
5 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
6 excluded from the settlement; (c) identify the case name and number (*i.e. Calo v. Casa Luna, Inc., et al.*
7 Case No. CU25-02951); (d) be signed; and (e) be post-marked no later than the conclusion of the Notice
8 Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign the request
9 to opt out. No request to opt out may be made on behalf of a group of Class Members. The date of the
10 postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request
11 to opt out has been timely submitted. Any Class Member who requests to opt out of the Agreement will
12 not be entitled to any portion of the Net Settlement Amount nor will they have any right to object, appeal
13 or comment thereon. The name of any Class Member who submits a valid and timely opt out request will
14 be specifically identified in any proposed order granting final approval. Class Members who fail to submit
15 a valid and timely request to opt out shall be bound by all terms of the Agreement and any order or final
16 judgment thereon. Regardless of whether an Aggrieved Employee opts out of being a Class Member, they
17 will still receive their share of the PAGA Payment as Aggrieved Employees cannot opt out of this
18 Agreement as it relates to the PAGA Payment or Released PAGA Claims.

19 7.5.2 *Objection Procedures:* Any Class Member who does not opt out, but who wishes
20 to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written
21 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class
22 Counsel and Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only
23 approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a)
24 state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a
25 Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)
26 identify the case name and number (*i.e. Calo v. Casa Luna, Inc., et al., Case No. CU25-02951*); (e) be
27 signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline
28

1 stated in Section 7.4. Additionally, or in the alternative to sending a written objection to the Settlement
2 Administrator, any Class Member may appear at the final approval hearing to state their objection.

3 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
4 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
5 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
6 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
7 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
8 business days) forward all such disputes to Defendants' Counsel and request that Defendants review the
9 dispute. Defendants' records shall presumptively control unless the Class Member can produce
10 documentation evidencing other periods of employment worked. If Defendants agree with submitted
11 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
12 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
13 Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information,
14 Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
15 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class
16 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
17 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot
18 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

19 7.5.4 *Deficient Opt outs, Objections, or Disputes:* In the event that a deficient opt out,
20 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
21 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the
22 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
23 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
24 letter, whichever is later.

25 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
26 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
27 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
28 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

1 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
2 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
3 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
4 and detailed report regarding the statistics and responses of settlement administration to date and all the
5 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

6 7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and
7 Plaintiff: There shall be two (2) disbursements from the QSF over the course of the installment plan
8 identified in Section 5.1. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary
9 to fund the Settlement to the Settlement Administrator. Within seven (7) calendar days after the Effective
10 Date, the Settlement Administrator shall calculate the final Net Settlement Amount, the final Individual
11 Settlement Amounts for Participating Class Members and/or Aggrieved Employees, and any applicable
12 taxes thereon for each disbursement, and report the results of these calculations to Class Counsel and
13 Defendants' Counsel. Disbursement from the first installment shall include payment for Settlement
14 Administrator Costs, attorney's costs, as well as pro rata payments based on the available funds for
15 attorney's fees, the Enhancement Payment, and Individual Settlement Amounts for Participating Class
16 Members and Aggrieved Employees. These payments shall be made within seven (7) calendar days after
17 the first installment is funded. Any applicable employer payroll taxes on the amounts allocated as wages
18 from this distribution will be funded at the time the first installment is due. Disbursement from the second
19 installment shall include payment for all remaining amounts due under the Agreement and shall be made
20 within seven (7) calendar days after the second installment is funded.

21 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
22 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide
23 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
24 after the Final Approval Date.

25 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
26 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
27 requested by Class Counsel.

1 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
2 Individual Settlement Amount.

3 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
4 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
5 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
6 necessary to determine the amount of the payroll tax payment required.

7 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
8 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
9 form of a check, which shall become null and void if not deposited within one hundred eighty (180)
10 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be
11 voided and funds from all uncashed checks from after the second installment shall be transmitted in
12 accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14)
13 calendar days after the check cashing deadline.

14 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
15 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
16 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class
17 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
18 and detailed report regarding the settlement administration documenting that all payments under the
19 Agreement have been made, that the Court's final approval order has been complied with, and that all the
20 obligations of the Settlement Administrator have been completed.

21 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

22 8.1 The schedule may be modified depending on whether and when the Court grants necessary
23 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The
24 schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as
25 described above. In the event of such modification, the Parties shall cooperate to complete the settlement
26 procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and
27 payment procedures carrying out the Agreement is as follows:
28

Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund first installment payment and any applicable taxes thereon for the first disbursement	Within 21 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's costs, Settlement Administrator Costs, proportional payment from the available funds for attorney's fees, Enhancement Payment, and Individual Settlement Amounts for Participating Class Members and Aggrieved Employees	Within 7 calendar days after Defendants have funded the first installment payment
Last day for Defendants to fund second installment payment and any applicable taxes thereon for the second disbursement.	Within 1 year after Effective Date

Last day for Settlement Administrator to deliver remaining amounts due for attorney's fees, Enhancement Payment, Individual Settlement Amounts to Participating Class Members and Aggrieved Employees, and payment of the 65% share of the PAGA Payment to the LWDA	Within 7 calendar days after Defendants have funded the second installment payment
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after second installment settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this

Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members.

9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed Agreement.

9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and appropriate to assure effective communication to individual Class Members of information about their rights and obligations under this Agreement.

9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid request to opt out during the Notice Period.

9.2.1 Class Counsel and Defendants' Counsel shall work in good faith to draft a mutually agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final

Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgment be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendants' Right to Withdraw Based on Opt outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall

1 be paid by Defendants. Defendants have represented that there are no more than 16,792 workweeks
2 during the Class Period. In the event the number of workweeks during the Class Period is more than
3 18,471 (*i.e.*, greater than 10% more than 16,792), then the Gross Settlement Amount shall be increased
4 proportionally by the workweeks in excess of 18,471. For example, if there were 11,000 workweeks
5 represented to exist during the Class Period, but there are actually 12,500 workweeks in the Class Period,
6 then Defendants would have to increase the Gross Settlement Amount by 13.6% (12,500 - 11,000
7 workweeks = 1,500 excess workweeks. 1,500 divided by 11,000 = 13.6%).

8 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
9 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
10 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
11 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
12 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
13 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
14 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
15 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
16 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
17 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
18 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
19 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
20 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
21 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
22 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
23 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
24 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
25 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
26 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
27 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
28

1 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
2 THIS AGREEMENT.

3 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
5 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
6 and discharged in this Agreement.

7 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
8 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
9 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
10 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

11 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
12 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
13 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

14 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
15 be entered according to this Agreement. The Parties stipulate and agree that the Solano County Superior
16 Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure
17 Code section 664.6 and that the prevailing party in any action necessary to enforce the terms of the
18 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

19 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
20 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
21 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
22 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
23 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
24 otherwise, to effectuate this Agreement and the terms set forth herein.

25 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
26 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
27 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
28 Complaint, the representative character of the Action, the validity of any of the claims that were or could

1 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
2 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
3 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,
4 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
5 wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into
6 this Stipulation with the intention to avoid further disputes and litigation.

7 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
8 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
9 third business day after mailing by United States certified mail, return receipt requested, addressed as
10 follows:

11 To Plaintiff and the Class:

12 Galen T. Shimoda
13 Justin P. Rodriguez
14 Renald Konini
15 Shimoda & Rodriguez Law, PC
16 9401 East Stockton Blvd., Suite 120
17 Elk Grove, CA 95624

18 To Defendants:

19 Jacob G. Reinhardt
20 Iustina G. Migne
21 GOULD, HAHN, & REINHARDT, PLC
22 2550 Ninth St., Suite 101
23 Berkeley, CA 94710

24 Cari A. Cohorn
25 Workplace Legal, APLC
26 The Flood Building
27 870 Market St., Suite 1152
28 San Francisco, CA 94102

29 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
30 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
31 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
32 party or its counsel participated in the drafting of this Agreement.

33 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
34 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover

any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.12 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.13 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 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representative.

10.15 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force and effect of originals.

10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

1 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
2 construed as retaliation against any Class Members for participating or seeking to participate in this class
3 action settlement. The Parties will not discourage any class member from participating or seeking to
4 participate in this class action settlement. This is a material term of the Agreement and non-breaching
5 Parties will seek court intervention if this provision is breached.

6 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
7 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
8 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
9 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
10 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
11 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

12 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
13 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

14 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
15 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
16 applicable precedents so as to define all provisions of this Settlement Agreement as valid and enforceable.

17 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
18 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
19 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

20 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
21 attorneys, as of the day and year herein set forth.

22 **For Plaintiff:**

23 Date: 08/04/2026



Trixie Mae Calo (Aug 4, 2026 13:10:57 PDT)

Trixie Mae Calo

25 **FOR Defendants:**

26 Date: 8/13/26



By:

For C.A.S.A. Luna Inc.

1
2 Date: 8/14/26

3
4 Date: 8/13/26

5
6 Date: 8/13/26

7
8 Date: 8/13/26

9
10
11 **APPROVED AS TO FORM**

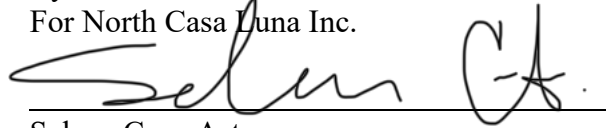
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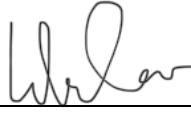


By: _____
For North Casa Luna Inc.


Selene Cruz-Astorga



Romar Raquinio



Libia Cruz-Leon

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff and Aggrieved
Employees

GOULD, HAHN, & REINHARDT P.L.C

By: 
Jacob. G. Reinhardt
Iustina G. Migneia
Attorneys for Defendants

Workplace Legal, APLC

By: 
Cari A. Cohorn
Attorneys for Defendant

EXHIBIT 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SOLANO

TRIXIE MAE CALO, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

C.A.S.A. LUNA INC., a California Corporation; NORTH
CASA LUNA INC., a California Corporation; SELENE
CRUZ-ASTORGA, an individual; ROMAR RAQUINIO,
an individual; LIBIA CRUZ-LEON, an individual and
DOES 1 to 100, inclusive,

Defendants.

Case No. CU25-02951

NOTICE OF PROPOSED CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT

ATTENTION: All non-exempt employees who worked, or continue to work, for Defendants in California at any time between March 28, 2021, to June 28, 2026 (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT, IF YOU ARE A CLASS MEMBER, TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Solano County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Trixie Mae Calo (“Plaintiff” or “Class Representative”), and Defendants C.A.S.A. Luna Inc. and North Casa Luna Inc. (“Defendants”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member.” Defendants’ records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On March 28, 2025, Plaintiff filed a Complaint against Defendants in the Solano County Superior Court of California on behalf of herself and Class Members. The term “Action” means this putative class action pending in Solano County Superior Court, Case No. CU25-02951. The Class Period is March 28, 2021, to June 28, 2026 (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages; 2) failing to pay minimum wages; 3) failing to provide meal periods; 4) failing to provide rest periods; 5) failing to provide accurate wage statements; 6) failing to pay final wages; 7) failing to maintain accurate records; 8) failing to provide paid sick leave; (9) untimely payment of wages, (10) failure to pay vested vacation time; and (11) engaging in unfair competition. Defendants have denied all of Plaintiff’s allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated

with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked, or continue to work, for Defendants in California at any time between March 28, 2024, to June 28, 2026. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Seven Hundred Thousand Dollars (\$700,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed 35% of the Gross Settlement Amount, attorney’s costs not to exceed \$12,500, Settlement Administrator Costs estimated not to exceed \$15,000, an Enhancement Payment to the Class Representative’s not to exceed \$10,000, and \$40,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer-side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$40,000 allocated to resolving the PAGA claims, 65% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 35% of the PAGA Payment will be divided among Aggrieved Employees. Funding of the Gross Settlement Amount will occur in two equal installments, the first within 21 calendar days after the Court grants final approval of the settlement and the second within one (1) year after the Court grants final approval of the settlement. Pro rata distributions from the available funds to Participating Class Members and Aggrieved Employees will occur approximately seven (7) calendar days after each installment.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 35% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 35% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as March 28, 2024, to June 28, 2026. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to

additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released . . . [1.30]

Aggrieved Employees will be deemed to have released . . . [1.31]

The individuals released ("Released Parties") include [1.32].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Calo v. Casa Luna, Inc., et al.*, Case No. CU25-02951); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of the portions of this Agreement related to the PAGA Claim and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection,

you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Calo v. Casa Luna, Inc., et al.*, Case No. CU25-02951); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at [Solano Superior Court | Portal](#). The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and every Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 3, 580 Texas Street, Fairfield, California, 94533, on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://www.zoomgov.com/j/1602210102?pwd=emlhR29SczExam56NFFqWHFvSitmZz09>. Meeting ID: 160 221 0102 Passcode: 650928. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at [Solano Superior Court | Portal](#). You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Jacob. G. Reinhardt
Iustina G. Mignea
Gould, Hahn, & Reinhardt P.L.C
2550 Ninth Street, Suite 101
Berkeley, CA 94710
Telephone: 510-665-1800
On behalf of Defendants

Cari A. Cohorn
Workplace Legal, APLC
The Flood Building
870 Market St., Suite 1152
San Francisco, CA 94102
Telephone: (415) 851-8900
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT B

ELECTRONICALLY FILED

Superior Court of California,
County of Solano

06/27/2025 at 03:53:24 PM

By: D. Cimmino, Deputy Clerk

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)

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rkonini@shimodalaw.com

Attorneys for Plaintiff TRIXIE MAE CALO,
Individually and on behalf of all other similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SOLANO

TRIXIE MAE CALO, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

C.A.S.A. LUNA, INC., a California
Corporation; NORTH CASA LUNA INC, a
California Corporation; SELENE CRUZ-
ASTORGA, an individual; ROMAR
RAQUINIO, an individual; LIBIA CRUZ-
LEON, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No. CU25-02951

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Failure to Pay Vested Vacation Time**
- 9. Unfair Competition**
- 10. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Plaintiff TRIXIE MAE CALO ("Plaintiff"), on behalf of herself and all other similarly situated employees, hereby files this Complaint against Defendants C.A.S.A. LUNA, INC., a California Corporation; NORTH CASA LUNA INC, a California Corporation; SELENE CRUZ-ASTORGA, an individual ; ROMAR RAQUINIO, an individual; LIBIA CRUZ-LEON, an individual; and DOES 1 to

1 100, inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief,
2 Plaintiff alleges the following:

3 **INTRODUCTION**

4 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
5 Plaintiff for overtime wages, failure to provide minimum wages, meal and rest period violations, wage
6 statement violations, waiting time penalties, failure to reimburse expenses, failure to pay vested vacation
7 time, and unfair competition.

8 **JURISDICTION AND VENUE**

9 2. The Solano County Superior Court has jurisdiction in this matter pursuant to California
10 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
11 California Business and Professions Code, and Wage Order No. 5.

12 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
13 Defendants reside in Solano County and/or are foreign entities and have not designated any county in
14 California as being where they maintain their principal offices. In addition, some of the wrongful acts
15 and violations of law asserted herein occurred within Solano County, and Defendants’ obligation to pay
16 wages arose in Solano County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d
17 403, 414 (1984).

18 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
19 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
20 of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
21 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
22 (“LWDA”) on approximately March 28, 2025. Plaintiff provided facts and legal bases for her claims
23 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
24 of action. Plaintiff also submitted the \$75.00 filing fee. The March 28, 2025, notice was also sent via
25 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
26 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
27 pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of herself
28 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),

(c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

Aggrieved Employees include, but is not limited to the following: all non-exempt employees who worked, or continue to work, for Defendants in California at any time from March 28, 2024, to the present.

PARTIES

5. TRIXIE MAE CALO is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, C.A.S.A. LUNA, INC. is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. On information and belief, Plaintiff alleges, NORTH CASA LUNA INC, is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

8. On information and belief, Plaintiff alleges, SELENE CRUZ-ASTORGA, is now and/or at all times mentioned in this Complaint was an individual and the owner and operator of an industry, business and/or facility doing business in the State of California. Plaintiff is informed and believes, and thereupon alleges, that SELENE CRUZ-ASTORGA, is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that SELENE CRUZ-ASTORGA is an owner, director, officer, and/or managing agent of C.A.S.A. LUNA, INC. responsible for causing the violations outlined in the first through eighth causes of action. As such SELENE CRUZ-ASTORGA is individually liable pursuant to California Labor Code section 558.1. Pursuant to California Labor Code section 558.1, C.A.S.A. LUNA, INC., and SELENE CRUZ-ASTORGA, are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiffs allege that SELENE CRUZ-ASTORGA trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, SELENE CRUZ-ASTORGA caused the violations identified herein. SELENE CRUZ-ASTORGA was responsible for the violations stated herein as he was in a position of authority with the power

1 and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them
2 instead.

3 9. On information and belief, Plaintiff alleges, ROMAR RAQUINIO, is now and/or at
4 all times mentioned in this Complaint was an individual and the owner and operator of an industry,
5 business and/or facility doing business in the State of California. Plaintiff is informed and believes,
6 and thereupon alleges, that ROMAR RAQUINIO, is an individual over the age of eighteen (18) and
7 is a resident of the State of California. Plaintiff further alleges that ROMAR RAQUINIO is an
8 owner, director, officer, and/or managing agent of C.A.S.A. LUNA, INC. and NORTH CASA
9 LUNA INC, responsible for causing the violations outlined in the first through eighth causes of
10 action. As such ROMAR RAQUINIO is individually liable pursuant to California Labor Code
11 section 558.1. Pursuant to California Labor Code section 558.1, C.A.S.A. LUNA, INC., NORTH
12 CASA LUNA INC, and ROMAR RAQUINIO, are jointly and severally liable for each cause of
13 action asserted herein. On information and belief, Plaintiffs allege that ROMAR RAQUINIO trained
14 subordinate staff to implement and carry out the policies and practices identified herein. As a result,
15 whether directly or indirectly, ROMAR RAQUINIO caused the violations identified herein.
16 ROMAR RAQUINIO was responsible for the violations stated herein as he was in a position of
17 authority with the power and responsibility to monitor, institute, and/or modify the unlawful
18 practices, but chose to ratify them instead.

19 10. On information and belief, Plaintiff alleges, LIBIA CRUZ-LEON, is now and/or at all
20 times mentioned in this Complaint was an individual and the owner and operator of an industry,
21 business and/or facility doing business in the State of California. Plaintiff is informed and believes,
22 and thereupon alleges, that LIBIA CRUZ-LEON, is an individual over the age of eighteen (18) and is
23 a resident of the State of California. Plaintiff further alleges that LIBIA CRUZ-LEON is an owner,
24 director, officer, and/or managing agent of NORTH CASA LUNA INC, responsible for causing the
25 violations outlined in the first through eighth causes of action. As such LIBIA CRUZ-LEON is
26 individually liable pursuant to California Labor Code section 558.1. Pursuant to California Labor
27 Code section 558.1, NORTH CASA LUNA INC, and LIBIA CRUZ-LEON, are jointly and severally
28 liable for each cause of action asserted herein. On information and belief, Plaintiffs allege that

LIBIA CRUZ-LEON trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, LIBIA CRUZ-LEON caused the violations identified herein. LIBIA CRUZ-LEON was responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

11. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

12. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

14. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

15. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

16. Plaintiff brings the First through Ninth Causes of Action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who worked, or continue to work, for Defendants in California at any time between March 28, 2021, to the present.

1 17. This action has been brought and may be properly maintained as a class action, pursuant
2 to the provision of California Code of Civil Procedure section 382, because there is a well-defined
3 community of interests in the litigation and the proposed class is easily ascertainable.

4 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
5 is impracticable under the circumstances of this case. While the exact number of class
6 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
7 Defendants have employed as many as fifty (50) individuals falling within the above
8 stated class definition throughout the State of California during the applicable statute of
9 limitations, who were subjected to the policies and practices outlined in this Complaint.
10 As such, joinder of all members of the putative class is not practicable.

11 (b) Common Questions Predominate: Common questions of law and fact exist as to all
12 members of the putative class and predominate over questions that affect only individual
13 members of the class. These common questions of law and fact include, without
14 limitation, the following:

- 15 (1) Whether Defendants maintained accurate payroll records;
- 16 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
17 class members were not paid all overtime wages owed;
- 18 (3) Whether Defendants paid Plaintiff and putative class members for all hours
19 worked;
- 20 (4) Whether Defendants failed to pay meal and rest period premiums for meal and
21 rest period violations;
- 22 (5) Whether Defendants failed to reimburse Plaintiff and putative class members for
23 the use of personal cell phones for work purposes;
- 24 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
25 class members received all wages, due and owing, at the time of their termination
26 or separation; and
- 27 (7) Whether Defendants provided Plaintiff's and putative class members with wage
28 statements that complied with Labor Code section 226.

- 1 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
2 class. The putative class also sustained damages arising out of Defendants' common
3 course of conduct in violation of the law as complained of herein. Plaintiff and all
4 members of the putative class were non-exempt employees who were not paid all
5 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result
6 of Defendants' policies and practices resulting in inaccurate wage statements that did not
7 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period
8 premiums, paid time off ("PTO"), and sick leave wages. Additionally, Defendants issued
9 Plaintiff and all members of the putative class wage statements that did not comply with
10 Labor Code section 226. As a result, Plaintiff and each member of the putative class will
11 have suffered the same type of harm and seek the same type of recovery based on the
12 same legal theories.
- 13 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
14 putative class. For all relevant times, Plaintiff resided in California and worked for
15 Defendants in California. Moreover, Plaintiff is an adequate representative of the
16 putative class as Plaintiff has no interests that are adverse to those of putative class
17 members. Additionally, Plaintiff has retained counsel who has substantial experience in
18 complex civil litigation and wage and hour matters.
- 19 (e) Superiority: A class action is superior to other available means for the fair and efficient
20 adjudication of the controversy since individual joinder of all members of the putative
21 class is impracticable. Class action treatment will permit a larger number of similarly
22 situated persons to prosecute their common claims in a single forum simultaneously,
23 efficiently, and without the unnecessary duplication of effort and expense that numerous
24 individual actions would engender. Further, as damages suffered by each individual
25 member of the class may be relatively small, the expenses and burden of the individual
26 litigation would make it difficult or impossible for individual members of the class to
27 redress the wrongs done to them, and an important public interest will be served by
28 addressing the matter as a class action. The cost to the court system of adjudication of

such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

18. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

19. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 18 as though fully set forth herein.

20. Plaintiff was employed by Defendants from approximately November 2021 to November 12, 2024, working as a non-exempt employee.

21. Plaintiff and similarly situated employees worked over eight (8) hours a day and over forty (40) hours per week. The demanding and time-sensitive nature of Plaintiff's and similarly situated employees' employment required them to frequently work overtime hours and miss their meal and/or rest periods. Plaintiff and similarly situated employees job duties included but were not limited to caring for the facility where the patients stayed, caring for the patients, and making sure that patients were safe. Defendants required Plaintiff and similarly situated employees to provide reports for each patient under their care to the Behavioral Health Technician that worked on the following shift. Plaintiff and similarly situated employees also received reports from the Behavioral Health Technician that was caring for the patient prior to their shift. This practice resulted in Plaintiff and similarly situated employees starting their work early and finishing their work late. Plaintiff and similarly situated employees usually started working five (5) minutes prior to the start of their shift time and stopped working five (5) to ten (10) minutes past the end of their shift. Plaintiff's and similarly situated employees' supervisors were aware of this practice, but they did not pay Plaintiff and similarly situated employees for working off the clock at the beginning of their shift and at the end of their shift.

22. Defendants did not pay Plaintiff and similarly situated employees for any overtime hours over eight (8) hours per day. Defendants only paid Plaintiff and similarly situated employees for overtime if they worked over forty (40) hours per week. Defendants' overtime policy was defective and did not inform Plaintiff and similarly situated employees that they were entitled to overtime pay for hours worked over eight (8) hours per day. Furthermore, Defendants paid Plaintiff and similarly

1 situated employees two different rates for their regular hours in the same workweek, *e.g.* \$25 per hour
2 and \$28 per hour. However, when Defendants did pay overtime, they paid based on the lower hourly
3 rate rather than the higher, blended regular rate of pay. Defendants failed to blend the two regular rates
4 in calculating the overtime rate of pay and payment for other premium wages such as meal and rest
5 period premiums, and sick leave premiums. Plaintiff believes that similarly situated employees suffered
6 from the same practice where Defendants did not blend both rates for regular hours in calculating the
7 regular rate of pay for overtime premiums, meal and rest period premiums, and sick leave premiums.
8 Defendants did not pay Plaintiff and similarly situated employees any overtime for the off-the-clock
9 work and did not pay the accurate overtime rate. Additionally, Defendants did not include the value of
10 non-discretionary bonuses in the regular rate for payment for overtime, for meal and rest period
11 premiums, and sick leave wage payments.

12 23. Defendants instructed Plaintiff and similarly situated employees to never leave
13 consumers unattended even when they needed to take their meal periods and rest periods. Due to the
14 workload of the work and the care that they needed to provide to patients, Plaintiff and similarly situated
15 employees took many late meal periods, passed the fifth hour of work. Plaintiff and similarly situated
16 employees were instructed to work through meal and rest periods even when there were multiple
17 employees scheduled to work at the same time. Plaintiff and similarly situated employees regularly had
18 to miss their meal and rest periods and/or take untimely meal periods well after the completion of their
19 fifth hour worked. Plaintiff and similarly situated employees did not take rest periods every four (4)
20 hours or a fraction of thereof. Defendants did not pay Plaintiff and similarly situated employees for
21 missed meal and rest periods.

22 24. Plaintiff and similarly situated employees were required to utilize their personal cell
23 phones in order to record their hours worked and to communicate for work related issues. Plaintiff and
24 similarly situated employees would use their cell phones to communicate with co-workers and
25 supervisors regarding work related issues, any emergencies for the patients, and communicate if they ran
26 out of supplies. Furthermore, Plaintiff and similarly situated employees would use their own vehicles to
27 buy groceries if the facility had run out of food. Defendants failed to reimburse Plaintiff and similarly
28 situated employees for the cost associated with Plaintiff and similarly situated employees using their

1 personal cell phones for Defendants payroll and legally mandated record keeping requirements as well
2 as for the use of their personal vehicles for work purposes.

3 25. Defendants did not pay Plaintiff and similarly situated employees for all the accrued PTO
4 that they had earned during their employment. Initially, Defendants provided PTO to Plaintiff and
5 similarly situated employees but then Defendants removed the PTO as a benefit and promised Plaintiff
6 and similarly situated employees that they would reinstate the PTO time. However, Defendants did not
7 pay out the earned and accrued PTO and promised PTO to Plaintiff and similarly situated employees. As
8 a result, Defendants did not pay all the PTO and penalties owed to Plaintiff and similarly situated
9 employees at the time of their separation from employment.

10 26. Defendants failed to provide Plaintiff and similarly situated employees with all their
11 earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and similarly
12 situated employees' off-the-clock hours prior to and after the end of their shifts. Furthermore,
13 Defendants failed to incorporate into the regular rate of pay the blended value of the rates of the regular
14 hours for the purpose of calculating sick leave premiums. Defendants failed to incorporate the value of
15 the bonus into the regular rate of pay in calculating Similarly situated employees' premium wages,
16 including sick leave pay. As a result of such policies, Defendants prevented Plaintiff and similarly
17 situated employees from taking all their earned sick days.

18 27. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
19 minimum wages, overtime wages, meal and rest period premiums owed, PTO, and sick leave wages, the
20 wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not
21 accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the
22 number of meal and rest period premiums owed, the accurate accrued PTO, the accurate accrued sick
23 leave pay, and the accurate gross and net wages earned.

24 28. As of this date of this letter, Defendants have not paid Plaintiff and similarly situated
25 employees all the minimum wages, overtime wages, meal and rest period premiums, PTO, and sick
26 leave wages.

27 29. Plaintiff is informed and believes that SELENE CRUZ-ASTORGA and ROMAR
28 RAQUINIO were the Chief Executive Officer, Secretary, and Chief Financial Officer of C.A.S.A.

1 LUNA, INC. from at least 2024 to present. Plaintiff is also informed and believes that LIBIA CRUZ-
2 LEON and ROMAR RAQUINIO, were the Chief Executive Officer and Chief Financial Officer, of
3 NORTH CASA LUNA INC from at least 2024 to present. Ms. CRUZ-ASTORGA, Mr. RAQUINIO,
4 and Ms. CRUZ-LEON were responsible for creating, implementing, and overseeing the wage and hour
5 policies and practices outlined herein that resulted in the violation of the California Labor Code.

6 30. Defendant C.A.S.A. LUNA, INC., identified Defendant SELENE CRUZ-ASTORGA in
7 its filings with the California Secretary of State from at least July 10, 2024, to the present as its Chief
8 Executive Officer. Plaintiff is informed and believes that SELENE CRUZ-ASTORGA was responsible
9 for creating and electing to implement C.A.S.A. LUNA, INC.'s payroll and compensation policies and
10 practices or that SELENE CRUZ-ASTORGA was aware of such policies and practices and ratified
11 them.

12 31. Defendants C.A.S.A. LUNA, INC., and NORTH CASA LUNA INC identified
13 Defendant ROMAR RAQUINIO in their filings with the California Secretary of State from at least July
14 10, 2024, and March 11, 2024, respectively to the present as its Chief Financial Officer. Plaintiff is
15 informed and believes that ROMAR RAQUINIO was responsible for creating and electing to implement
16 C.A.S.A. LUNA, INC.'s and NORTH CASA LUNA INC's payroll and compensation policies and
17 practices or that ROMAR RAQUINIO was aware of such policies and practices and ratified them.

18 32. Defendant NORTH CASA LUNA INC identified Defendant LIBIA CRUZ-LEON in its
19 filings with the California Secretary of State from at least March 11, 2024, to the present as its Chief
20 Executive Officer. Plaintiff is informed and believes that LIBIA CRUZ-LEON was responsible for
21 creating and electing to implement NORTH CASA LUNA INC's payroll and compensation policies and
22 practices or that LIBIA CRUZ-LEON was aware of such policies and practices and ratified them.

23 **CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**
25 **FAILURE TO PAY OVERTIME WAGES**
26 **(As to all Defendants)**

27 33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully
28 set forth herein.

34. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 5, section (3)(A); Cal. Lab. Code §§ 510, 1194.

35. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

36. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

37. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

38. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully set forth herein.

39. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 5, section 4(A); Cal. Lab. Code § 1194.

40. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully set forth herein.

43. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

44. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

45. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

46. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

47. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully set forth herein.

50. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

51. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

52. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

53. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

54. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

55. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 54 as though fully set forth herein.

56. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and

1 *the last four digits of his or her social security number or an employee*
2 *identification number other than a social security number, (8) the name*
3 *and address of the legal entity that is the employer and, if the employer is*
4 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*
5 *name and address of the legal entity that secured the services of the*
6 *employer, and (9) all applicable hourly rates in effect during the pay*
7 *period and the corresponding number of hours worked at each hourly rate*
8 *by the employee. The deductions made from payment of wages shall be*
9 *recorded in ink or other indelible form, properly dated, showing the*
10 *month, day, and year, and a copy of the statement and the record of the*
11 *deductions shall be kept on file by the employer for at least three years at*
12 *the place of employment or at a central location within the State of*
13 *California.*

14 57. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
15 itemized statement or failed to provide an accurate and complete itemized statement showing the
16 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
17 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and
18 double time hours worked and corresponding rates of pay, and gross and net wages earned. The
19 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked
20 due to Defendants' lack of staffing, timekeeping practices, meal and rest period policies and practices
21 that interrupted Plaintiffs and similarly situated employees during their meal breaks, that resulted in off-
22 the-clock work pre and post shifts. Plaintiff and similarly situated employees were not able to promptly
23 and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and
24 similarly situated employees suffered confusion over whether they received all wages owed and were
25 prevented from effectively challenging information on their wage statements.

26 58. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
27 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
28 the extent pertinent as if set forth here in full.

29
30 **SIXTH CAUSE OF ACTION**
31 **WAITING TIME PENALTIES**
32 **(As to all Defendants)**

33 59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully
34 set forth herein.

35 60. An employer must pay an employee who is terminated all unpaid wages immediately
36 upon termination. *See* Cal. Lab. Code § 201.

1 61. An employer must pay an employee who resigns all unpaid wages within seventy-two
2 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

3 62. Plaintiff and similarly situated employees did not receive all wages, including minimum
4 and overtime wages, meal and rest period premiums, PTO, or all sick leave pay owed at their
5 termination or within the required time after their separation from employment.

6 63. An employer who willfully fails to pay an employee wages in accordance with California
7 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
8 days. *See* Cal. Lab. Code § 203.

9 64. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
10 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
11 and similarly situated employees worked off the clock because Defendants required Plaintiff and
12 similarly situated employees to provide patient reports to the next Behavioral Health Technician and
13 Defendants were aware that Plaintiff and similarly situated employees started work earlier than the start
14 of their shifts and ended working later than the end of their shifts. Defendants also knew that Plaintiff
15 and similarly situated employees took late meal periods and worked through meal periods because
16 Defendants required Plaintiff and similarly situated employees to monitor patients and did not enough
17 employees to cover for employees who were supposed to take their meal periods. Defendants also knew
18 that Plaintiff and similarly situated employees did not take rest periods every four (4) hours or fraction
19 thereof. Defendants also knew that they failed to pay the PTO to Plaintiff and similarly situated
20 employees that Plaintiffs and similarly situated employees had accrued but not used at the time of their
21 separation. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of
22 separation, yet Defendants still refused to pay the remaining wages owed.

23 65. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
24 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
25 thirty (30) days for Defendants' failure to pay all wages due.

26 //

27 //

28 //

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though fully set forth herein.

67. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

68. Defendants required Plaintiff and similarly situated employees to use their personal cell phones and vehicles for work purposes but failed to reimburse them for such use. Plaintiff and similarly situated employees were required to utilize their personal cell phones in order to record their hours worked and to communicate for work related issues. Furthermore, Plaintiff and similarly situated employees would use their own vehicles to buy groceries if the facility had run out of food. Defendants did not reimburse Plaintiff and similarly situated employees for the cost associated with Plaintiff and similarly situated employees using their personal cell phones for Defendants payroll and legally mandated record keeping requirements as well as for the use of their personal vehicles for work purposes.

69. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
FAILURE TO PAY VESTED VACATION TIME
(As to all Defendants)

70. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 69 as though fully set forth herein.

71. Labor Code section 227.3 provides that “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested

1 vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such
2 contract of employment or employer policy respecting eligibility or time served; provided, however, that
3 an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon
4 termination.” Defendants did not pay Plaintiff and similarly situated employees for all the accrued PTO
5 that they had earned during their employment. Initially, Defendants provided PTO to Plaintiff and
6 similarly situated employees but then Defendants removed the PTO as a benefit and promised Plaintiff
7 and similarly situated employees that they would reinstate the PTO time. However, Defendants did not
8 provide the earned PTO and promised PTO to Plaintiff and similarly situated employees. As a result,
9 Defendants failed to pay Plaintiffs and similarly situated employees all the PTO they had accrued but
10 not used at the time of their separation.

11 72. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
12 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
13 the extent pertinent as if set forth here in full.

14 **NINTH CAUSE OF ACTION**
15 **UNFAIR COMPETITION**
16 **(As to C.A.S.A. LUNA, INC., NORTH CASA LUNA INC, and DOES 1 to 100)**

17 73. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 72 as though fully
18 set forth herein.

19 74. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
20 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
21 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
22 California Business and Professions (“B&P”) Code § 17200.

23 75. Plaintiff and similarly situated employees were not paid all wages owed, including
24 minimum and overtime wages, and meal and rest period premiums, PTO, paid sick leave, or reimbursed
25 for business expenses, during their employment or any time thereafter. Moreover, through Defendants
26 conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and
27 rest periods.
28

76. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

77. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, 245 et seq, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

TENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully set forth herein.

79. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)
- Violation of Labor Code § 227.3 (Untimely Payment of Wages)

80. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

81. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

82. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;

- 1 4. As to the Third Cause of Action:
- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;
- 5 5. As to the Fourth Cause of Action:
- 6 a. Wages in an amount to be proven at trial;
- 7 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 8 section 1021.5;
- 9 6. As to the Fifth Cause of Action:
- 10 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 11 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 12 violation occurred and one hundred dollars (\$100.00) per employee for each
- 13 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 14 (\$4,000.00);
- 15 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 16 226(e);
- 17 7. As to the Sixth Cause of Action:
- 18 a. For any initial violations, \$100 for each failure to pay each employee;
- 19 b. For each subsequent violation or any willful or intentional violations \$200 for
- 20 each failure to pay each employee, plus 25 percent of the amount unlawfully
- 21 withheld;
- 22 8. As to the Seventh Cause of Action:
- 23 a. An amount to be proven at trial;
- 24 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 25 9. As to the Ninth Cause of Action:
- 26 a. Unpaid wages as proven at trial;
- 27 10. As to the Tenth Cause of Action:
- 28

- 1 a. For civil penalties as provided in the Labor Code for each enumerated
2 violation;
- 3 b. For those Labor Code sections where there is no civil penalty provided for their
4 violation, the default penalty provided in Labor Code section 2699(f): for any
5 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
6 period; For any subsequent violation, two hundred dollars (\$200) for each
7 aggrieved employee per pay period;
- 8 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 9 d. For any other remedies as allowed by law and/or deemed appropriate by the
10 Court;
- 11 11. For such other and further relief as this Court may deem just and proper,
12 including, but not limited to:
- 13 a. Wages as proved at trial;
- 14 b. Injunctive and Declaratory relief;
- 15 c. Attorney's fees and costs as provided for by law; and
- 16 d. Interest.

17
18 Dated: June 27, 2025

Shimoda & Rodriguez Law, PC

19
20 By: _____

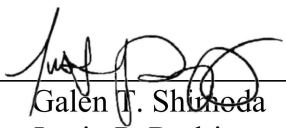

Galen J. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

EXHIBIT C



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March 28, 2025

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Calo v. C.A.S.A. LUNA, INC.*

Dear Labor Commissioner,

As counsel for Trixie Mae Calo (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

C.A.S.A. Luna, Inc.
2033 Oregon Ave
Redwood city, CA 94061

North Casa Luna Inc
2033 Oregon Ave
Redwood city, CA 94061

Selene Cruz-Astorga
2033 Oregon Ave
Redwood city, CA 94061

Romar Raquinio
2033 Oregon Ave
Redwood city, CA 94061

Libia Cruz-Leon
2033 Oregon Ave
Redwood city, CA 94061

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against C.A.S.A. Luna, Inc., North Casa Luna Inc, Selene Cruz-Astorga, Romar Raquinio, and Libia Cruz-Leon (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is



not limited to the following: all non-exempt employees who worked or continue to work for Defendants in California at any time between one (1) year prior to the filing of this notice to the present. Plaintiff experienced each of the alleged violations and, therefore, qualifies as an aggrieved employee to bring claims on behalf of other similarly situated employees as identified herein.

A. FACTS

Plaintiff was employed by Defendants from approximately November 2021 to November 12, 2024, working as a non-exempt employee.

Plaintiff and Aggrieved Employees worked over eight (8) hours a day and over forty (40) hours per week. The demanding and time-sensitive nature of Plaintiff's and Aggrieved Employees' employment required them to frequently work overtime hours and miss their meal and/or rest periods. Plaintiff and Aggrieved Employees job duties included but were not limited to caring for the facility where the patients stayed, caring for the patients, and making sure that patients were safe. Defendants required Plaintiff and Aggrieved Employees to provide reports for each patient under their care to the Behavioral Health Technician that worked on the following shift. Plaintiff and Aggrieved Employees also received reports from the Behavioral Health Technician that was caring for the patient prior to their shift. This practice resulted in Plaintiff and Aggrieved Employees starting their work early and finishing their work late. Plaintiff and Aggrieved Employees usually started working five (5) minutes prior to the start of their shift time and stopped working five (5) to ten (10) minutes past the end of their shift. Plaintiff's and similarly situated employees' supervisors were aware of this practice, but they did not pay Plaintiff and Aggrieved Employees for working off the clock at the beginning of their shift and at the end of their shift.

Defendants did not pay Plaintiff and Aggrieved Employees for any overtime hours over eight (8) hours per day. Defendants only paid Plaintiff and Aggrieved Employees for overtime if they worked over forty (40) hours per week. Defendants' overtime policy was defective and did not inform Plaintiff and Aggrieved Employees that they were entitled to overtime pay for hours worked over eight (8) hours per day. Furthermore, Defendants paid Plaintiff and similarly situated employees two different rates for her regular hours in the same workweek, *e.g.* \$25 per hour and \$28 per hour. However, when Defendants did pay overtime, they paid based on the lower hourly rate rather than the higher, blended regular rate of pay. Defendants failed to blend the two regular rates in calculating the overtime rate of pay and payment for other premium wages such as meal and rest period premiums, and sick leave premiums. Plaintiff believes that Aggrieved Employees suffered from the same practice where Defendants did not blend both rates for regular hours in calculating the regular rate of pay for overtime premiums, meal and rest period premiums, and sick leave premiums. Defendants did not pay Plaintiff and Aggrieved Employees any overtime for the off-the-clock work and did not pay the accurate overtime rate.



Defendants did not include the value of non-discretionary bonuses in the regular rate for payment for overtime, for meal and rest period premiums, and sick leave wage payments.

Defendants instructed Plaintiff and similarly situated employees to never leave consumers unattended even when they needed to take their meal periods and rest periods. Due to the workload of the work and the care that they needed to provide to patients, Plaintiff and Aggrieved Employees took many late meal periods, passed the fifth hour of work. Plaintiff and similarly situated employees were instructed to work through meal and rest periods even when there were multiple employees scheduled to work at the same time. Plaintiff and Aggrieved Employees regularly had to miss their meal and rest periods and/or take untimely meal periods well after the completion of their fifth hour worked. Plaintiff and Aggrieved Employees did not take rest periods every four (4) hours or a fraction of thereof. Defendants did not pay Plaintiff and Aggrieved Employees for missed meal and rest periods.

Plaintiff and Aggrieved Employees were required to utilize their personal cell phones in order to record their hours worked and to communicate for work related issues. Plaintiff and Aggrieved Employees would use their cell phones to communicate with co-workers and supervisors regarding work related issues, any emergencies for the patients, and communicate if they ran out of supplies. Furthermore, Plaintiff and Aggrieved Employees would use their own vehicles to buy groceries if the facility had run out of food. Defendants failed to reimburse Plaintiff and Aggrieved Employees for the cost associated with Plaintiff and Aggrieved Employees using their personal cell phones for Defendants payroll and legally mandated record keeping requirements as well as for the use of their personal vehicles for work purposes.

Defendants did not pay Plaintiff and Aggrieved Employees for all the accrued vacation ("PTO") that they had earned during their employment. Initially, Defendants provided PTO to Plaintiff and Aggrieved Employees but then Defendants removed the PTO as a benefit and promised Plaintiff and Aggrieved Employees that they would reinstate the PTO time. However, Defendants pay out the earned and accrued PTO to Plaintiff and Aggrieved Employees. As a result, Defendants did not pay all the PTO and penalties owed to Plaintiff and Aggrieved Employees at the time of their separation from employment.

Defendants failed to provide Plaintiff and Aggrieved Employees with all their earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and Aggrieved Employees' off-the-clock hours prior to and after the end of their shifts. Furthermore, Defendants failed to incorporate into the regular rate of pay the blended value of the rates of the regular hours for the purpose of calculating sick leave premiums. Defendants failed to incorporate the value of the bonus into the regular rate of pay in calculating Aggrieved Employees' premium wages, including sick leave pay. As a result of such policies, Defendants prevented Plaintiff and Aggrieved Employees from taking all their earned sick days.



As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all minimum wages, overtime wages, meal and rest period premiums owed, PTO, and sick leave wages, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of meal and rest period premiums owed, the accurate accrued PTO, the accurate accrued sick leave pay, and the accurate gross and net wages earned.

As of this date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees all the minimum wages, overtime wages, meal and rest period premiums, PTO, and sick leave wages.

Plaintiff is informed and believes that Selene Cruz-Astorga and Romar Raquinio were the Chief Executive Officer, Secretary, and Chief Financial Officer of C.A.S.A. LUNA, INC. from at least 2024 to present. Plaintiff is also informed and believes that Libia Cruz-Leon and Romar Raquinio, were the Chief Executive Officer and Chief Financial Officer, of NORTH CASA LUNA INC from at least 2024 to present. Ms. Cruz-Astorga, Mr. Raquinio, and Ms. Cruz-Leon were responsible for creating, implementing, and overseeing the wage and hour policies and practices outlined herein that resulted in the violation of the California Labor Code.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 5, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved



Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For



the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, minimum wages, meal and rest period premiums, PTO and sick leave wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for the use of personal cell phones and vehicles for work purposes by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Ms. Cruz-Astorga, Mr. Raquinio, and Ms. Cruz-Leon were officers, directors, shareholders, and/or managing agents of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.



Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. Defendants failed to provide Plaintiff and Aggrieved Employees with all their earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and Aggrieved Employees' off-the-clock hours worked in calculating the sick pay accrual for them. Furthermore, Defendants failed to incorporate the value of the bonus and failed to take into account the value of the blended rate of the two rates of pay for regular hours into the regular rate of pay in calculating Aggrieved Employees' premium wages, including sick leave pay. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.



Count 11 – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by paying Plaintiff and Aggrieved Employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute. Initially, Defendants provided PTO to Plaintiff and Aggrieved Employees but then Defendants removed the PTO as a benefit and promised Plaintiff and Aggrieved Employees that they would reinstate the PTO time. However, Defendants did not provide the earned PTO and promised PTO to Plaintiff and Aggrieved Employees. As a result, Defendants did not timely pay all the PTO and penalties owed to Plaintiff and Aggrieved Employees. Defendants failed to pay all wages owed and had a policy to provide Plaintiff and Aggrieved Employees with PTO but failed to provide the PTO that Plaintiff and Aggrieved Employees had accrued. As a result, Defendants failed to pay Plaintiff and Aggrieved Employees all the PTO they had accrued but not used at the time of their separation. This was in violation of the law.

Count 12 – Violation of Labor Code §§ 227.3 (Failure to Pay Vested Vacation Time)

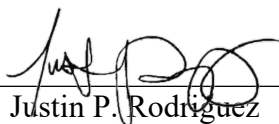
Labor Code section 227.3 provides that “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.” As described above, initially, Defendants provided PTO to Plaintiff and Aggrieved Employees but then Defendants removed the PTO as a benefit and promised Plaintiff and Aggrieved Employees that they would reinstate the PTO time. However, Defendants did not pay Plaintiff and Aggrieved Employees for all the accrued PTO that that they had earned prior to the policy change in PTO. As a result, Defendants failed to pay Plaintiff and Aggrieved Employees all the PTO they had accrued but not used at the time of their separation.



If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

JPR/rk
cc: Client via e-mail

1 *Calo v. C.A.S.A. Luna, Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Shaniya Baird, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On March 28, 2025, I served the following documents on the party below:

- 8 • PRIVATE ATTORNEYS GENERAL ACT LETTER

9

10 C.A.S.A. Luna, Inc. 2033 Oregon Ave. Redwood City, CA 94061	North Casa Luna Inc. 2033 Oregon Ave. Redwood City, CA 94061
12 Selene Cruz-Astorga 2033 Oregon Ave. Redwood City, CA 94061	Romar Raquinio 2033 Oregon Ave. Redwood City, CA 94061
15 Libia Cruz-Leon 2033 Oregon Ave. Redwood City, CA 94061	

17

18 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
19 and processing of correspondence for mailing with the United States Postal
20 Service and that each day's mail is deposited with the United States Postal
21 Service that same day in the ordinary course of business. On the date set forth
above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Salt Lake City, Utah, addressed as set forth above.

22 [] [By Personal Service] By personally delivering a true copy thereof to the office
23 of the addressee above.

24 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct, and that this declaration was executed on March 28, 2025, at Salt Lake City,
27 Utah.

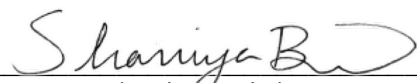
28 
Shaniya Baird

EXHIBIT D



Quotation Request:

Renald Konini

Shimoda Law

Case Name:

Date:

RFP Number:

Trixie Mae Calo v. C.A.S.A LUNA Inc.

Monday, May 11, 2026

204770005

Prepared By:

Michael Sutherland

Apex Class Action LLC

mike@apexclassaction.com

321.223.5067

Settlement Specifications	
Estimated Class Size:	158
Certified Language Translation:	Yes
Apex Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	\$1.25	158	\$197.50
USPS First Class Postage	Per Piece	\$0.78	158	\$123.24
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	16	\$31.60
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$50.00	1	\$50.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$1,954.93

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$530.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$201.19	1	\$201.19
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Apex Website-Post all important documents and updates	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$1,201.19

Distribution & Settlement Fund Management-Two Distributions				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	6	\$720.00
Account Management and Reconciliation	Per Hour	\$140.00	6	\$840.00
Print & Mail Distribution Settlement Check (W-2/1099) CA Only	Per Piece	\$1.25	316	\$395.00
USPS First Class Postage	Per Piece	\$0.78	316	\$246.48
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	32	\$47.40
Individual Income Tax Preparation & Reporting	Per Hour	\$150.00	12	\$1,800.00
QSF Income Tax Reporting (per calendar year) 2026/2027	Per Year	\$1,250.00	2	\$2,500.00
			Sub Total:	\$6,548.88

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	4	\$540.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$980.00

TOTAL CAPPED ADMINISTRATION COST:				\$11,490.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT E

Date	Description	Amount
3/28/25	Certified Mail - PAGA Letter to ER	\$ 54.95
4/1/25	One Legal Service Fee - complaint \$1435 25033901	\$ 1,502.03
5/20/25	Affordable Legal Service Fee - CASA Luna Inv 302438	\$ 133.90
5/21/25	25431634 Proof of Service Summons	\$ 19.36
6/1/25	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$ 500.00
6/27/25	One Legal Service Fee - First Amended Complaint 25716072	\$ 19.36
7/8/25	One Legal Service Fee - Proof of Service of Summons 25776256	\$ 19.36
10/3/25	One Legal Service Fee - Stipulation and Order re Amended Standing Order for Electronic Service	\$ 41.04
11/10/25	One Legal Service Fee - Stipulation and Protective Order 26732256	\$ 41.04
11/18/25	One Legal Service Fee - Case Management Conf Statement 26801203	\$ 19.36
1/30/26	Belaire Notice - Payment to TPA ILYM Group	\$ 320.06
3/18/26	Mediator fee	\$ 6,250.00
6/3/26	One Legal Service Fee - Joint Case Management Conference Statement 28384712	\$ 20.34
ANTICIPATED	One Legal Service Fee - Case Management Conference Statement	\$ 19.36
ANTICIPATED	One Legal Service Fee - Preliminary Approval Motion	\$ 125.00
ANTICIPATED	One Legal Service Fee - Final Approval Motion	\$ 125.00
ANTICIPATED	One Legal Service Fee - Notice of Entry of Judgment or Order	\$ 25.00
ANTICIPATED	One Legal Service Fee - Compliance Declarations	\$ 25.00

Total: \$ 9,260.16

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SOLANO

TRIXIE MAE CALO, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

C.A.S.A. LUNA INC., a California Corporation; NORTH
CASA LUNA INC., a California Corporation; SELENE
CRUZ-ASTORGA, an individual; ROMAR RAQUINIO,
an individual; LIBIA CRUZ-LEON, an individual and
DOES 1 to 100, inclusive,

Defendants.

Case No. CU25-02951

NOTICE OF PROPOSED CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT

ATTENTION: All non-exempt employees who worked, or continue to work, for Defendants in California at any time between March 28, 2021, to June 28, 2026 (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT, IF YOU ARE A CLASS MEMBER, TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Solano County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Trixie Mae Calo (“Plaintiff” or “Class Representative”), and Defendants C.A.S.A. Luna Inc. and North Casa Luna Inc. (“Defendants”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member.” Defendants’ records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On March 28, 2025, Plaintiff filed a Complaint against Defendants in the Solano County Superior Court of California on behalf of herself and Class Members. The term “Action” means this putative class action pending in Solano County Superior Court, Case No. CU25-02951. The Class Period is March 28, 2021, to June 28, 2026 (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages; 2) failing to pay minimum wages; 3) failing to provide meal periods; 4) failing to provide rest periods; 5) failing to provide accurate wage statements; 6) failing to pay final wages; 7) failing to maintain accurate records; 8) failing to provide paid sick leave; (9) untimely payment of wages, (10) failure to pay vested vacation time; and (11) engaging in unfair competition. Defendants have denied all of Plaintiff’s allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated

with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked, or continue to work, for Defendants in California at any time between March 28, 2024, to June 28, 2026. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Seven Hundred Thousand Dollars (\$700,000) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney's fees not to exceed 35% of the Gross Settlement Amount, attorney's costs not to exceed \$12,500, Settlement Administrator Costs estimated not to exceed \$15,000, an Enhancement Payment to the Class Representative's not to exceed \$10,000, and \$40,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer-side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$40,000 allocated to resolving the PAGA claims, 65% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 35% of the PAGA Payment will be divided among Aggrieved Employees. Funding of the Gross Settlement Amount will occur in two equal installments, the first within 21 calendar days after the Court grants final approval of the settlement and the second within one (1) year after the Court grants final approval of the settlement. Pro rata distributions from the available funds to Participating Class Members and Aggrieved Employees will occur approximately seven (7) calendar days after each installment.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 35% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 35% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as March 28, 2024, to June 28, 2026. Defendants' records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to

additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released . . . [1.30]

Aggrieved Employees will be deemed to have released . . . [1.31]

The individuals released ("Released Parties") include [1.32].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Calo v. Casa Luna, Inc., et al.*, Case No. CU25-02951); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of the portions of this Agreement related to the PAGA Claim and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection,

you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e.* *Calo v. Casa Luna, Inc., et al.*, Case No. CU25-02951); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at [Solano Superior Court | Portal](#). The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and every Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 3, 580 Texas Street, Fairfield, California, 94533, on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://www.zoomgov.com/j/1602210102?pwd=emlhR29SczExam56NFFqWHFvSitmZz09>. Meeting ID: 160 221 0102 Passcode: 650928. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at [Solano Superior Court | Portal](#). You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Jacob. G. Reinhardt
Iustina G. Mignea
Gould, Hahn, & Reinhardt P.L.C
2550 Ninth Street, Suite 101
Berkeley, CA 94710
Telephone: 510-665-1800
On behalf of Defendants

Cari A. Cohorn
Workplace Legal, APLC
The Flood Building
870 Market St., Suite 1152
San Francisco, CA 94102
Telephone: (415) 851-8900
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [REDACTED]

BY ORDER OF THE COURT

EXHIBIT G

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff TRIXIE MAE CALO
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SOLANO**

11 TRIXIE MAE CALO, individually and on
12 behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 C.A.S.A. LUNA INC., a California
17 Corporation; NORTH CASA LUNA INC., a
California Corporation; SELENE CRUZ-
18 ASTORGA, an individual; ROMAR
19 RAQUINIO, an individual; LIBIA CRUZ-
LEON, an individual; and DOES 1 to 100,
20 inclusive,

21 Defendants.
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Case No. CU25-02951

*Assigned for All Purposes to Hon. Stephen Gizzi
Department 3*

CLASS ACTION

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

Date: April 16, 2027

Time: 9:00 a.m.

Dept.: 3

Judge: Hon. Stephen Gizzi

Filed: March 28, 2025

FAC Filed: June 27, 2025

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") in the
3 above referenced case came before this Court, on April 16, 2027, at 9:00 a.m. in Department 3 before
4 the Honorable Stephen Gizzi, presiding. Plaintiff Trixie Mae Calo ("Plaintiff") filed this putative class
5 action on March 28, 2025. The operative Complaint alleges that Defendants C.A.S.A. Luna Inc.,
6 North Casa Luna Inc., Selene Cruz-Astorga, Romar Raquinio, and Libia Cruz-Leon ("Defendants"),
7 violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3)
8 failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or
9 pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay all final
10 wages, 7) failing to reimburse expenses, 8) failing to pay vested vacation time, and 9) engaging in
11 unfair competition. Plaintiff has also alleged Defendants are liable for civil penalties under the Private
12 Attorney's General Act ("PAGA") based on these violations. Plaintiff sought attorneys' fees and costs
13 as part of this Action. Defendants denied all of Plaintiff's claims and denied that this case was
14 appropriate for class treatment. No class has been certified.

15 The parties have agreed to settle the class and PAGA claims. Defendants will provide
16 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
17 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
18 Release ("Agreement" or "Settlement"). Any capitalized terms herein shall have the same meaning as
19 set forth in the Agreement. The Court, having received and considered Plaintiff's Motion for
20 Preliminary Approval of Class Action and PAGA Settlement, the declarations in support, the
21 Agreement, the proposed Notice of Settlement, and other evidence, HEREBY ORDERS AND
22 MAKES DETERMINATIONS AS FOLLOWS:

23 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
24 **CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

25 The Court finds that certification of the following class for settlement purposes only is
26 appropriate under the California Code of Civil Procedure and related case law:

27 All non-exempt employees who worked, or continue to work, for
28 Defendants in California at any time between March 28, 2021, and up to
June 28, 2026.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 The Court finds that Class Members meet the ascertainability and numerosity requirements since
5 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
6 the definition and the number of Class Members would make joinder impractical. The commonality and
7 predominance requirements are met for settlement purposes since there are questions of law and fact
8 common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's
9 contentions that Defendants caused the violations outlined above by 1) failing to pay overtime for work
10 performed over eight (8) hours per day, 2) failing to pay for off-the-clock work performed by Plaintiff
11 and similarly situated employees receiving and/or providing patient status reports before and/or after
12 their scheduled shifts, 3) failing to properly calculate the regular rate of pay for premium wage payments
13 when Plaintiff and similarly situated employees earned multiple rates within the same workweek, 4)
14 failing to provide compliant meal and rest periods by requiring Plaintiff and similarly situated
15 employees to remain on duty during such periods, 5) failing to reimburse employees for the cost of using
16 their personal cell phones for work purposes, and 6) requiring Plaintiff and similarly situated employees
17 to unlawfully forfeit their accrued but unused PTO. The PAGA, waiting time penalty, wage statement
18 violation, and unfair competition claims also derive from these violations. Additionally, Class
19 Members seek the same remedies under state law. The typicality requirement for settlement purposes is
20 also satisfied since the claims of the Class Representative are based on the same facts and legal theories
21 as those applicable to the Class Members.

22 The Court also finds that preliminarily and conditionally certifying the settlement class is
23 required to avoid each Class Member from litigating similar claims individually. This Settlement will
24 achieve economies of scale for Class Members with relatively small individual claims and conserve the
25 resources of the judicial system.

26 The Court finds that Plaintiff Trixie Mae Calo and Plaintiff's counsel, Galen T. Shimoda
27 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
28

representatives of the settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$700,000 Gross Settlement Amount.

The Court preliminarily approves an Enhancement Payment to the Class Representative in the amount of \$10,000, which is in addition to any amount Plaintiff may be entitled to under the Agreement's pro rata distribution formula, for Plaintiff's time and effort on behalf of Class Members in addition to her execution of a general release of claims beyond the release Class Members are subject to.

The Court approves of Apex Class Action, LLC, acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are not to exceed \$15,000. Any difference between the actual cost of the Settlement Administrator and the approved payment will be redistributed to Participating Class Members on a pro-rata basis.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268,

271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”). The Court finds the attorneys’ fees request of thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, \$245,000, to be appropriate compensation for Class Counsel. The attorneys’ fees request is within the range that has been approved by other Courts in similar cases and is reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on behalf of Class Members, and the contingent nature of the recovery over the course of this case, which included potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the Court orders that up to \$12,500 of the settlement proceeds will be paid to Class Counsel for reasonable costs incurred in this case. Any difference between the actual costs incurred and the \$12,500 shall be paid to the Participating Class Members on a pro-rata basis.

The Court approves of the Forty Thousand Dollars (\$40,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Sixty-Five percent (65%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency (“LWDA”) and Thirty-Five percent (35%) will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers’ Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for any reason.

The releases and waivers for Class Members who do not opt out of being bound by the Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are also approved by the Court as set forth in the Agreement.

1 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
2 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

3 The Court finds that the proposed Notice of Settlement, which is incorporated herein by
4 reference, fairly and adequately advises Class Members of the terms of the Agreement, the rights being
5 waived, their right to opt out, the ability to dispute the number of workweeks worked during the Class
6 Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to
7 file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing
8 to be conducted on the date set forth below. The Court further finds that the Notice of Settlement and
9 proposed distribution of such notice by first class mail to each identified Class Member at his or her
10 most recent address based on a National Change of Address database search from the Class Members'
11 last known address and a skip trace on any Class Members who have the Notice of Settlement returned
12 as "undeliverable" or "not at this address" comports with all constitutional requirements, including those
13 of due process.

14 The Court also finds that because there is a strong interest in providing Class Members the
15 opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of
16 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
17 intrusion on their privacy rights. Hence, the Court orders Defendants to provide Class Member
18 information to the Settlement Administrator as set forth in the Agreement and any other information the
19 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The
20 Class Member information will be provided to the Settlement Administrator only, and not to Plaintiff or
21 Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement
22 Administrator shall only use this information for the purposes identified in the Agreement and shall keep
23 this information confidential consistent with the terms of the Agreement.

24 **IV. IMPLEMENTATION SCHEDULE**

25 Accordingly, with good cause shown, the Court hereby approves and orders that the following
26 implementation schedule be adhered to:

27 Last day for Defendants to provide Settlement 28 Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
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1 2 3	Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
4 5 6	Last day for Class Members to opt out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
7 8	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
9 10 11 12 13	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
14 15 16	Last day for Defendants to fund first installment payment and any applicable taxes thereon for the first disbursement	Within 21 calendar days after the Effective Date
17 18 19 20	Last day for Settlement Administrator to deliver payment of Class Counsel's costs, Settlement Administrator Costs, proportional payment from the available funds for attorney's fees, Enhancement Payment, and Individual Settlement Amounts for Participating Class Members and Aggrieved Employees	Within 7 calendar days after Defendants have funded the first installment payment
21 22 23	Last day for Defendants to fund second installment payment and any applicable taxes thereon for the second disbursement.	Within 1 year after Effective Date
24 25 26 27	Last day for Settlement Administrator to deliver remaining amounts due for attorney's fees, Enhancement Payment, Individual Settlement Amounts to Participating Class Members and Aggrieved Employees, and payment of the 65% share of the PAGA Payment to the LWDA	Within 7 calendar days after Defendants have funded the second installment payment

Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after second installment settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of August 20, 2027 at 9:00 a.m. with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may object as set forth in the Agreement as well as appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Date: _____

By: _____

Hon. Stephen Gizzi
Judge of the Superior Court