

1 Tae Kim (SBN 210465)
tkim@collinskim.com
2 Dawn Collins (SBN 193447)
dcollins@collinskim.com
3 **COLLINS KIM, LLP**
4 8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
5 Tel: (213) 341-0238 / Fax: (310) 341-0239

6 Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
7 Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
8 410 West Arden Avenue, Suite 203
Glendale, California 91203
9 Tel: (818) 265-1020 / Fax: (818) 265-1021
10 *Attorneys for Plaintiff, Leydi Morales*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

13
14 LEYDI MORALES, individually, and on behalf
of other members of the general public similarly
15 situated and on behalf of other aggrieved
employees pursuant to the California Private
16 Attorney Generals Act;

17 Plaintiff,

18 vs.

19 MASTROIANNI FAMILY ENTERPRISES
LTD., a California corporation; and DOES 1
20 through 100, inclusive,

21 Defendants.
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Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick,
Department CX104

**DECLARATION OF TAE KIM IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 13, 2025
Time: 2:00 p.m.
Dept: CX104

Complaint Filed: October 14, 2022

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5. In anticipation of mediation, Defendant produced relevant wage and hour policy documents, a representative sampling of the time and payroll records for the Class Members, as well as other employment data such as dates of employment, and employee counts. My office also retained a consultant to analyze the data produced by Defendant. The consultant analyzed the time and payroll records, which assisted my office in preparing a damages model prior to the mediation. In anticipation of mediation, I had several conversations with Plaintiff, identified additional witnesses, analyzed the alleged claims, and analyzed the data/exposure model prepared by the retained consultant.

SETTLEMENT

6. On June 8, 2023, the Parties participated in a full day private mediation session with mediator Kristn Rizzo, Esq. The matter did not settle during the mediation. Ms. Rizzo, however, submitted a mediator's proposal outlining certain terms of a proposed class action settlement, which the Parties subsequently accepted.

7. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a settlement had not been reached. During mediation, Ms. Rizzo discussed the merits and risks of the claims and defenses. Based on Plaintiff's counsel's investigation, extensive informal discovery, and consultant analysis, we were able to act intelligently and effectively in negotiating the proposed settlement. The Parties executed a Memorandum of Understanding on July 31, 2023.

8. The Settlement stipulation more fully outlining the terms and conditions of the settlement was fully executed on October 11, 2023. A true and correct copy of the Settlement Stipulation (“Stipulation”), as well as subsequent amendments thereto, are attached as **Exhibit A**.

9. On October 12, 2023, Plaintiff submitted a copy of the Stipulation to the Labor and Workforce Development Agency (“LWDA”). Plaintiff also submitted a copy of the amended Stipulation, and amendments to the Stipulation to the LWDA. A true and correct copy

of those submissions are attached as **Exhibit B**.

10. On December 12, 2024, the Court entered an Order Granting Preliminary Approval of Class Action Settlement. A true and correct copy of the order is attached hereto as **Exhibit C**.

POTENTIAL EXPOSURE AND RISKS ASSOCIATED WITH ONGOING LITIGATION

11. Plaintiff's counsel calculates the maximum potential damages and penalties to be approximately \$15,310,825.00, in the event that (1) Plaintiff's claims are certified, and (2) Plaintiff is able to establish liability at trial. This amount includes approximately \$4,539,012 in potential statutory damages for Defendant's alleged failure to provide meal and rest breaks and failure to pay minimum and overtime wages, waiting time penalties, and wage statement penalties and approximately \$10,148,013 for PAGA penalties. This maximum potential damages estimate is based on analysis of the time and payroll data produced by Defendant, as well as information provided by Plaintiff. However, Defendant contests liability, as well as the propriety of certification, and is prepared to vigorously defend against Plaintiff's claims and oppose certification in the event the action did not settle. The following chart and subsequent discussion reflect the damages and penalties calculations based on Plaintiff's counsel's research and analysis:

Claim	Amount
Meal Period	\$1,384,181
Rest Break	\$2,843,590
Minimum Wage	\$2,218
Overtime	\$123,367
Waiting Time	\$1,081,361
Labor Code § 204	\$2,023,143
Wage Statement	\$805,786
Labor Code § 1174	\$826,821
PAGA – Meal	\$661,800
PAGA – Rest	\$961,200
PAGA – Minimum Wage	\$2,400
PAGA – Overtime	\$192,300
PAGA – Labor Code § 204	\$884,400
PAGA – Waiting Time	\$12,100
PAGA – Wage Statement	\$1,730,400
PAGA – Labor Code § 1174	\$884,400
Unreimbursed Business Expenses	\$623,800
<u>Total</u>	<u>\$15,523,766</u>

1 a. Meal Periods: Plaintiff contends that she and the rest of the Class, were
2 not provided compliant meal periods because they were either late, short, or interrupted due to
3 business needs. Meal break exposure was based on actual time punch data in the data sample
4 and extrapolated to the remaining population. An analysis of the time records yielded a 58.2%
5 violation rate for the 225 Class Members for whom we had actual time punch data. That
6 violation rate was extrapolated to the remaining 421 Class Members to yield exposure value of
7 \$1,384,181.00.

8 b. Rest Breaks: Plaintiff contends that Defendant maintained a facially
9 invalid rest break policy that required her and the Class to remain on premises during rest
10 breaks. She further contends that rest breaks were frequently interrupted, or otherwise missed
11 because of business needs. Pre-mediation, there were 45,466 rest period eligible shifts.
12 Exposure was calculating by applying each employee's specific rate of pay, for those 225 Class
13 Members for whom we had actual data. We then extrapolated exposure to the remainder of the
14 Class Members. Rest break exposure was based on a 100% violation rate, yielding an exposure
15 amount of \$2,843,590.00.

16 c. Overtime and Minimum Wage: Plaintiff alleges that Defendant failed to
17 pay Plaintiff and the Class minimum and overtime wages for all hours worked based on off the
18 time work, COVID-19 temperature checks prior to clocking in, interrupted meal periods, and
19 failure to include commission pay in the regular rate. For purposes of the above exposure chart,
20 overtime exposure was calculated based upon recalculating the regular rate of pay by including
21 commission pay, and then applying the corrected regular rate to overtime hours worked, yielding
22 a total exposure of \$192,300.00. Unpaid minimum wages were calculated by applying the
23 California minimum wage to all hours worked, and if the total dollars paid were less than the
24 calculated amount applying minimum wage, there was exposure.

25 d. Waiting Time Penalties: Plaintiff alleges that Defendant failed to pay
26 employees premium wages for meal and rest period violations, and failed to pay all wages owed
27 for hours worked. As a result, discharged and quitting employees were not paid in full as
28 required by the Labor Code. Plaintiff calculated maximum value as follows: \$332,000 for 87

1 terminated employees for whom we had actual pay data, at their actual rate of pay x 8 x 30. We
2 extrapolated that amount to the remaining 196 terminated employees: $283/87 \times \$332,000$,
3 yielding \$1,081,361.00.

4 e. Unreimbursed business expenses were calculated at \$50 per month per
5 class member: monthly expense were estimated at \$50 for each month of employment for each
6 Class Member.

7 f. Non-Compliant Wage Statements: Plaintiff also alleges that as a result of
8 the foregoing violations, Class Members' hours worked and wages earned were not accurately
9 listed on the wage statement. Plaintiff calculated the maximum value of this claim to be
10 \$805,786.

11 g. Labor Code section 204: For each pay period each person had unpaid
12 wages, \$100 for the first violation and \$200 for each subsequent violation, plus 25% of the total
13 wage exposure.

14 h. Labor Code section 1174: \$100 was assigned for each pay period in
15 which there were unpaid wages. There were 8,844 pay periods with unpaid wages, yielding total
16 exposure in the amount of \$884,400.

17 i. PAGA Penalties: Finally, under PAGA, for all Labor Code violations for
18 which a civil penalty is not specifically provided, Defendant is subject to a civil penalty in the
19 amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200
20 for each subsequent violation for each aggrieved employee per pay period.

21 12. The Settlement obviates the significant risk that this Court may deny certification
22 of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification,
23 continued litigation would be expensive, involving a trial and possible appeals, and would
24 substantially delay and reduce any recovery by Class Members. While Plaintiff is confident in
25 the merits of the case, a legitimate controversy exists as to each cause of action. Specifically,
26 Plaintiff contends that due to the nature of Class Members' work, they were consistently denied
27 the opportunity to take timely and uninterrupted meal and rest periods. Plaintiff further contends
28 that Defendant's rest break policy was facially invalid. On the other hand, Defendant contends

1 that it provided meal periods, and that for eligible shifts, they had first meal period waivers in
2 place. Defendant further contends that rest breaks were authorized and permitted and
3 accordingly, Defendant complied with applicable law. Plaintiff further contends that Class
4 Members were required to work off the clock. Defendant disputes this allegation and further
5 asserts that this theory is not amenable to class wide treatment. Plaintiff's remaining claims for
6 waiting time penalties, wage statement violations, and PAGA penalties are derivative of the
7 other claims. If Plaintiff did not prevail on the underlying claims, there would be no recovery
8 for the derivative claims. Further, in order to prevail on claims for waiting time penalties and
9 non-compliant wage statement, Plaintiff would need to establish that the violation was willful
10 and knowing and intentional, which is a difficult standard. Finally, Courts have discretion to
11 reduce the amount of PAGA penalties, even if Plaintiff was successful on her underlying claims.

12 13. Plaintiff recognizes that proving the amount of wages due to each Class Member
13 would be expensive, time-consuming, and uncertain. In contrast, if the Court approves the
14 Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable
15 judgment.

16 14. Based on an estimated Net Settlement amount of \$723,800, which represents
17 approximately \$14.81 per workweek, it is estimated that Class Members, on average will receive
18 approximately \$1,115.25 as part of the Settlement. When the risks of litigation, the uncertainties
19 involved in achieving class certification, the burdens of proof necessary to establish liability, and
20 the probability of appeal of a favorable judgment are considered, it is clear that the Gross
21 Settlement of \$1,295,000.00 is within the "ballpark" of reasonableness and is in the best interest
22 of the Class. The Settlement Administrator received two objections to the Settlement,

23 15. Although Plaintiff and her counsel were prepared to litigate the claims asserted in
24 this action, they support the proposed Settlement as being in the best interests of the Class
25 Members and is fair, adequate and reasonable.

26 **ATTORNEYS' FEES AND COSTS**

27 16. The Settlement provides for attorneys' fees in an amount up to \$453,250.00 plus
28 reasonable and actual litigation expenses not to exceed \$26,700. Class Counsel seeks attorneys'

1 fees in the amount of \$453,250.00, which represents 35% of the Gross Settlement Amount, and
2 costs in the amount of \$22,700. Of that, Collins Kim seeks a total of \$317,087.65, consisting of
3 \$294,612.50 in attorney's fees and costs of up to \$22,475.15.

4 17. Based on my experience, I believe the fees and costs requested are reasonable.
5 The fee percentage requested is less than that charged by Collins Kim for other plaintiff's side
6 employment cases.

7 18. Furthermore, Class Counsel invested significant time and resources into the case,
8 with payment deferred to the end of the case, and then, of course, contingent on the outcome.
9 Class Counsel's efforts have resulted in substantial benefits to Class Members in the form of
10 significant settlement funds established to compensate Class Members for Defendant's unlawful
11 wage and hour practices. Without Class Counsel's efforts, the claims as alleged in the complaint
12 would almost certainly have gone without remedy.

13 19. To date, Collins Kim has spent approximately 206.8 attorney hours on this case,
14 including, 195.3 hours by Tae Kim, and 11.5 hours by Dawn Collins. A true and correct copy of the
15 itemization of that time is attached hereto as **Exhibit D**. The total hours worked by each attorney
16 and their hourly rates are as follows:

Attorney	Years in Practice	Hours Billed	Hourly Rate	Total Fee
Tae Kim	25	195.3	\$725	\$141,592.50
Dawn Collins	28	11.5	\$750	\$8625.00
Totals				\$150,217.50

20 20. Collins Kim has expended a significant amount of time litigating the case to achieve
21 the excellent result on behalf of the class. These hours were spent on the following tasks:
22 interviewing Plaintiff and reviewing documents provided by Plaintiff; drafting the complaint;
23 reviewing time and payroll records and other employment records produced by Defendant; retaining
24 consultants to analyze time and payroll data; performing legal research regarding Plaintiff's claims
25 and Defendant's defenses thereto; drafting a mediation brief and preparing a damages analysis prior
26 to the mediation; attending a private mediation session; preparing for and attending court hearings;
27 negotiating, drafting, and revising the Stipulation and exhibits thereto; drafting and revising
28 Amendments to the Stipulation; drafting the Motion for Preliminary Approval and accompanying

documents; drafting supplemental briefing on the Motion for Preliminary Approval; communicating with Defendant's counsel and the Settlement Administrator to effectuate the terms of the Stipulation and to monitor the settlement process; and drafting the Motion for Final Approval and accompanying documents.

21. Based on my experience in the settlement administration process, I estimate that Collins Kim will spend another 20 hours on this case at an average hourly rate of \$737.50, which totals \$14,750.00, including preparing for and attending the Final Approval Hearing and monitoring the administration of the settlement. Based on my experience, we will receive calls from Class Members inquiring about the status of the case and asking for further information.

22. The hourly rates for the lawyers at Collins Kim are commensurate with their qualifications and experience. Plaintiff's counsel are experienced litigators who specialize in employment law, with a substantial wage and hour class action practice. I have been a practicing attorney in California since 2000 and I am admitted to practice in the State of California and multiple federal district courts. I have been a civil litigator my entire career and have practiced employment law exclusively, including litigating wage-and-hour class actions, since 2000. Until 2018, my practice was almost entirely defense-side employment work as I was a partner at national employment firms of Ogletree Deakins and then partner at Barnes & Thornburg. In 2019, I, along with my law partner Dawn Collins, who was also my partner at Ogletree Deakins and Barnes & Thornburg, founded the employment firm COLLINSKIM LLP. Part of our practice includes representing plaintiffs in contingency litigation focusing on plaintiff-side employment cases and wage and hour class and representative actions. Both Dawn Collins and I have extensive experience litigating California wage and hour class actions. While the majority of our class action experience over that last twenty-five plus years has been on the defense-side, that experience has afforded us a unique vantage point for critical analysis of claims and defenses, including those in the instant Action. We have extensive experience in all phases of PAGA and class action litigation including pre-trial pleadings and motions, discovery, expert retention and data analysis, mediation, certification procedures, and class settlement. The following list, although not exhaustive, is a sampling of some of the other class actions and

1 PAGA actions myself and my law partner have litigated in federal and state courts: *Anderson v.*
2 *DaVita*, Los Angeles County Superior Court, case no. BC388335 (filed April 2008); *Lockett v.*
3 *DaVita*, Los Angeles County Superior Court, case no. BC399743 (filed September 2008); *Javier*
4 *v. DaVita*, Los Angeles County Superior Court, case no. BC400811 (filed October 2008); *Petty*
5 *v. DaVita*, Los Angeles County Superior Court, case no. BC404459 (filed December 2008);
6 *Guzman and Morales v. DIRECTV*, Los Angeles County Superior Court, case no. 410983 (filed
7 April 2009) ; *Castaneda v. The Ensign Group, Inc. and Ensign Facility Services, Inc.*, San Luis
8 Obispo Superior Court, case no. CV110466 (filed Nov. 2012); *Valladares v. Insomniac Inc.*;
9 *Live Nation Worldwide, Inc.*, United States District Court, Central District of California, case no.
10 EDCV-14-0706-VAP (DTBx) (filed March 2014); *Vitale v. Celadon Trucking Services, Inc.*,
11 Los Angeles County Superior Court, case no. BC6583278 (filed May 2015); *Cuellar v. Towne*
12 *Park*, Riverside County Superior Court, case no. PSC1600142 (filed January 2016); *Torres v.*
13 *James Hardie Building Products, Inc.*, United States District Court, Central District, case no.
14 5:16-cv-00138-DSF-KK (filed January 2016); *Fernandez v. Suburban Propane LP*, Fresno
15 County Superior Court, case no. 16CECG00418 (filed February 2016); *Calhoun v. Celadon*
16 *Trucking Services, Inc.*, United States District Court, Central District, case no. 5:16-cv-01351
17 PSG (FFMx) (filed April 2016); *Van Den Hende and Schroeder v. DPI Specialty Foods, Inc., et*
18 *al.*, San Bernardino Superior Court, case no. CIVRS1304516 (filed June 2016); *Real v. St. Jude*
19 *Medical, Inc.*, Los Angeles County Superior Court, case nos. BC637777 and BC649403 (filed
20 October 2016); *Sosa v. Dr. Pepper Snapple Group*, Los Angeles County Superior Court, case
21 no. BC649424 (filed February 2017); *Hall v. SpaceNK Retail Holdings LLC*, Los Angeles
22 County Superior Court, case no. 20STCV05059 (filed February 2020); *Kawata v. Boeing*, Los
23 Angeles County Superior Court, case no. 19STCV11220 (filed April 2019) (pending); *Hinojosa*
24 *v. Permanent General Companies, Inc.*, Los Angeles County Superior Court, case no.
25 CIVSB2135124; *Leighton v. The RealReal, Inc.*, Los Angeles Superior Court, case no.
26 21STCV11208 (filed March 23, 2021); *Hughes v. 4400 WE Technologies, Inc.*, Los Angeles
27 County Superior Court, case no. 21STCV45026 (filed December 2021); and *Badis v. Copan*
28 *Diagnostics Inc.*, Riverside County Superior Court Case No. CVRI2203991 (filed September

1 2022).

2 23. Collins Kim has borne, and continues to bear, the entire risk and cost of litigation
3 associated with this class action on a pure contingency basis. The factual and legal issues posed
4 in this case are highly disputed, and there also were risks whether a class would be certified,
5 leaving a large number of putative class members unlikely to receive any recovery. Collins
6 Kim's efforts have resulted in substantial benefits to the Class Members, in the form of a
7 significant, non-reversionary settlement fund established to compensate Class Members for the
8 alleged wage and hour violations. Without the efforts of Class Counsel, the claims alleged in the
9 complaint would likely have gone without remedy.

10 24. To date, Collins Kim has incurred actual costs in the amount of \$22,450.95. These
11 costs were reasonably incurred in prosecuting the case on behalf of the Class Members. A true
12 and correct copy of Collins Kim's record of costs incurred to date is attached hereto as **Exhibit**
13 **E**. Plaintiff also retained an expert consultant who was able to analyze the data relied upon by
14 Plaintiff's counsel during mediation to not only identify the range of exposure, but violation
15 rates within specified departments, as well as violation rates based on shift length. This level of
16 visibility with the data was a compelling factor in driving up settlement value. A true and
17 correct copy of Plaintiff's expert consultant's invoice detailing their work on this matter is also
18 attached hereto as **Exhibit E**. Costs consist of the following categories:

19 Expert Fees: \$19,957.50

20 Filing Fees: \$580.95

21 Mediation Fee: \$1912.50

22 **CLASS REPRESENTATIVE ENHANCEMENT AWARD**

23 25. The Settlement also provides for an enhancement award to Plaintiff in an amount
24 up to \$7,500.00. This payment is intended to recognize Plaintiff's substantial effort and risk in
25 assisting with the prosecution of this Action on behalf of the class. Throughout this litigation,
26 Plaintiff cooperated with counsel and took actions to protect the interests of the class. She
27 provided valuable information regarding the working conditions that formed the basis of this
28 Action, participated in several discussions regarding the nature of claims, participated in

1 mediation, and was available to provide additional information and ask questions as needed
2 throughout the litigation. She also spent time reviewing the motion for preliminary approval,
3 providing her declaration for that motion, and engaging in discussions regarding amendments to
4 the original settlement agreement. Recovery provided for in the Stipulation would not have
5 possible without Plaintiff's active participation and interests in this case. Plaintiff faced many
6 risks in bringing this case as a class action. Because of her efforts, approximately 646 Class
7 Members will have the opportunity to participate in a settlement and recover for payment for
8 wage and hour violations they may have never known about or been willing to pursue on their
9 own. The requested enhancement award is therefore reasonable to compensate Plaintiff for her
10 active participation in this lawsuit.

11 26. Plaintiff kept informed of the developments in this action, informed my office of
12 relevant information, and participated in decisions concerning this action. The information and
13 documentation provided by Plaintiff was instrumental in establishing the wage and hour
14 violations alleged in this action, and the recovery provided for in the Stipulation would not have
15 been possible to obtain without his participation.

16 27. Plaintiff faced many risks in bringing this case as a class action. Because of
17 Plaintiff's efforts, the Class Members will now have the opportunity to participate in a
18 settlement and recover payment for wage and hour violations they may have never known about
19 or been willing to pursue on their own. If each Class Member attempted to pursue his or her
20 legal remedies individually, each person would have been required to expend a significant
21 amount of their own time and monetary resources. This action would not have been possible
22 without the aid of Plaintiff, who put her own time and effort into the litigation, sacrificed the
23 value of her own individual claims, and placed herself at risk for the sake of the other Class
24 Members. The requested service award of \$7,500.00 to Plaintiff is therefore reasonable to
25 compensate Plaintiff for his active participation in this lawsuit.

26 28. Other than the division of fees between Collins Kim and LFWJ, there are no fee-
27 splitting arrangements with any other counsel.

28 29. On February 19, 2025, my office submitted a copy of Plaintiff's Motion for Final

1 Approval and supporting documents to the LWDA, via the LWDA website. A true and correct
2 copy of confirmation of that submission is attached hereto as **Exhibit F**.

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

5 Executed on February 19, 2025, at Los Angeles, California.

6
7 

8 Tae Kim

EXHIBIT A

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Tara Zabehe (SBN 314706)
Margaux Gundzik (SBN 340116)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Tae Kim (SBN 210465)
tkim@collinskim.com
Dawn Collins (SBN 193447)
dcollins@collinskim.com
COLLINS KIM, LLP
515 S. Flower St., 18th Floor
Los Angeles, CA 90071
Tel: (213) 341-0238 / Fax: (310) 341-0239

Attorneys for Plaintiff, Leydi Morales

Nancy Rader Whitehead (SBN 107332)
Michael J. Rossiter (SBN 258410)
SCOTT & WHITEHEAD
2601 Main Street, Suite 510
Newport Beach, CA 92614
Tel: (949) 222-0166 / Fax: (949) 222-0113

Attorney for Defendant, Mastroianni Family Enterprises, LTD

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

LEYDI MORALES, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorney Generals Act;

Plaintiff,

vs.

MASTROIANNI FAMILY ENTERPRISES
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick,
Department CX104

**AMENDED SETTLEMENT
STIPULATION**

Complaint Filed: October 14, 2022

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1 6. “Class Notice” means the Notice of Pendency of Class Action Settlement and
2 Estimated Individual Settlement Payment, including a Request for Exclusion Form and Objection
3 Form (substantively in the form attached as **Exhibit 1**).

4 7. “Class Period” means the period from October 14, 2018, through October 23, 2023.

5 8. “Class Representative” means Leydi Morales, who will request to be appointed by
6 the Court as a representative of the Settlement Class Members.

7 9. “Class Representative Enhancement Award” means the amounts that the Court
8 authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payments, in recognition
9 of their effort and risk in assisting with the prosecution of the Action.

10 10. “Complete and General Release” means upon the Release Effective Date and in
11 consideration of the payment to the Class Representative of the incentive awards of \$7,500,
12 Plaintiff hereby releases, acquits, and forever discharges Released Parties, and each and all of
13 them, of and from any and all obligations, debts, claims, liabilities, demands, and causes of action
14 of every kind, nature and description whatsoever, whether or not now known, suspected or
15 claimed, which she ever had, now has, or may hereafter acquire by reason, accruing from the
16 beginning of time until the date that the final approval of the Settlement is granted, including all
17 claims, known or unknown. The foregoing release shall be effective as a bar to any and all claims
18 of any character, nature or kind, known or unknown, suspected or unsuspected specified herein.
19 Class Representatives expressly waive any and all rights and benefits conferred upon them by the
20 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
21 which are as follows: A general release does not extend to claims that the creditor or releasing
22 party does not know or suspect to exist in his or her favor at the time of executing the release and
23 that, if known by him or her, would have materially affected his or her settlement with the debtor
24 or released party. Specifically excluded from this release, are any claims Plaintiff may have
25 arising out of or related to pregnancy disability discrimination or associated leaves of absence,
26 including but not limited to disability, pregnancy, and/or sex/gender discrimination, harassment,
27 and or retaliation claims under California’s Fair Employment and Housing Act, the Pregnancy
28 Disability Leave Law Act, and/or the California Family Rights Act, and claims for failure to

engage in the interactive process, and failure to accommodate, as well as any claims for workers compensation, or other claims that cannot be waived by law.

11. “Court” means the Orange County Superior Court.

12. “Defendant” means Mastroianni Family Enterprises, LTD.

13. “Defense Counsel” means Scott & Whitehead.

14. “Effective Date” means either (a) the date sixty (60) days after the entry of the Final Judgment and Order finally approving the Settlement, if no motion for reconsideration and no appeal or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order is filed, the day sixty (60) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise and the Settlement has not been materially modified. A “material modification” shall not include any change to the Class Counsel Award, Class Representative Enhancement Award, or amount awarded for Settlement Administration Costs. Notice of Final Judgment and Order will be posted on a settlement website.

15. “Gross Settlement Amount” means \$1,295,000.00 (ONE MILLION TWO HUNDRED NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS).

16. “Individual PAGA Payment” means the amount payable from the PAGA Payment to each Aggrieved Employee.

17. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member who does not submit a valid Request for Exclusion from this Settlement.

18. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs.

19. “Notice of Objection” means a Settlement Class Member’s signed, written request objecting to the Settlement, in the form attached hereto as **Exhibit 2**.

1 20. “PAGA Payment” means the \$75,000.00 (SEVENTY FIVE THOUSAND
2 DOLLARS AND ZERO CENTS) that the Parties have agreed to pay for the PAGA Released
3 Claims, which includes both the payment to be made to the Labor and Workforce Development
4 Agency (“LWDA”) in connection with the California Labor Code Private Attorneys General Act
5 of 2004 (Cal. Lab. Code §§ 2298, *et seq.*, “PAGA”), and the individual PAGA payment allocated
6 to each Aggrieved Employee.

7 21. “PAGA Period” is deemed to be any time during the period of October 14, 2021 to
8 October 23, 2023.

9 22. “PAGA Released Claims” by the Aggrieved Employees upon the Release Effective
10 Date will include and mean any and all PAGA claims that Plaintiff alleged against the Released
11 Parties, on behalf of Aggrieved Employees, based on the facts stated in the Complaint and in
12 Plaintiff’s LWDA notice letter, which include PAGA claims seeking civil penalties that are
13 premised upon: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure
14 to provide compliant meal periods and pay required meal period penalties; (d) failure to provide
15 compliant rest periods and pay required rest period penalties; (e) failure to reimburse business
16 expenses; (f) failure to timely pay wages each period and upon separation of employment; (g)
17 failure to provide accurate itemized wage statements; and (h) all other claims for civil penalties
18 recoverable under the Private Attorneys General Act Labor Code § 2698 *et seq.*, based on the
19 claims alleged in the Complaint and the LWDA notice letter. The PAGA Released Claims do not
20 release any Aggrieved Employee’s claims for wages or statutory penalties.

21 23. “Participating Class Member” means any Settlement Class Member who does not
22 opt out of the Settlement by submitting a valid and timely Request for Exclusion.

23 24. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
24 Plaintiffs or Defendant.

25 25. “Payment Ratio” means the respective Total Workweeks Worked for each
26 Settlement Class Member divided by the sum of Total Workweeks Worked for all Settlement
27 Class Members.

28 26. “Plaintiff” and “Class Representatives” means Leydi Morales.

1 27. “Preliminary Approval Order” means the date upon which the Court grants
2 Plaintiff’s Motion for Preliminary Approval.

3 28. “Release Effective Date” means the date Defendant has provided the Gross
4 Settlement Amount to the Settlement Administrator.

5 29. “Released Claims” for Participating Class Members other than Plaintiffs means any
6 and all claims, causes of action, rights, liabilities, penalties, demands, damages, debts, accounts,
7 duties, Costs (other than those Costs required to be paid pursuant to this Settlement Agreement),
8 against the Released Parties that are pled in the Operative Complaint and that arise from the facts
9 alleged in Plaintiffs’ Operative Complaint during the Class Period. Specifically, this includes
10 Defendant’s alleged violation of the California Labor Code for, *inter alia*, failure to pay overtime
11 and minimum wages, provide meal and rest periods and associated premium payments, timely pay
12 wages during employment and upon termination, provide compliant wage statements, maintain
13 complete and accurate payroll records, and reimburse necessary business-related expenses, as well
14 as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide
15 meal and rest periods, failure to issue accurate itemized wage statements, and Defendant’s alleged
16 unfair business practices in violation of California Business and Professions Code sections 17200,
17 *et seq.* stemming from the foregoing alleged California Labor Code violations. Class Member’s
18 Released Claims will be effective upon Defendant’s providing the Gross Settlement Amount to
19 the Settlement Administrator.

20 30. “Released Parties” means Defendant Mastroianni Family Enterprises, LTD.

21 31. “Request for Exclusion” means the Form attached hereto as **Exhibit 3**, and means
22 a Settlement Class Member’s signed, written request to be excluded or “opt out” of the Settlement.

23 32. “Response Deadline” means the date sixty (60) calendar days after the Settlement
24 Administrator mails the Notice of Settlement to Settlement Class Members and the last date on
25 which Settlement Class Members may postmark written Requests for Exclusion of a Notice of
26 Objection the Settlement. For Settlement Class Members who are sent re-mailed Class Notices
27 or who submit a dispute, the “Extended Response Deadline” shall mean fifteen (15) calendar days
28 from the date the Settlement Administrator re-mails the Notice of Settlement to Class Members.

1 The Extended Response Deadline is the last date on which Settlement Class Members who are
2 sent re-mailed Class Notices may postmark written Requests for Exclusion or a Notice of
3 Objection to the Settlement.

4 33. “Settlement” means the disposition of the Action pursuant to this Agreement.

5 34. “Settlement Administration Costs” means the amount to be paid to the Settlement
6 Administrator from the Gross Settlement Amount for administration of the Settlement.

7 35. “Settlement Administrator” means CPT Group, the entity agreed to by the Parties,
8 subject to Court approval, which will perform the duties of, among other things: (i) mailing the
9 Notice Packet to Class Members; (ii) tracking returned Opt-Out Forms and Objection Forms; (iii)
10 notifying the Parties of determinations regarding contested Objection Forms and Opt-Out Forms
11 consistent with this Agreement; (iv) issuing payments; and, (v) completing any required tax
12 paperwork. The Parties each represent that they do not have any financial interest in the Settlement
13 Administrator or otherwise have a relationship with the Settlement Administrator that could create
14 a conflict of interest.

15 36. “Settlement Class Members” means all current and former non-exempt employees
16 of Defendant who worked for Defendant in California during the relevant PAGA and/or Class
17 Period.

18 37. “Total Workweeks Worked” means the number of workweeks worked by
19 Settlement Class Members during the Class Period.

20 38. “Void Date” means the date by which any checks issued to Participating Class
21 Members shall become void (i.e. the 181st day after mailing).

22 **RECITALS**

23 39. On October 14, 2022, Plaintiff filed the instant putative class action lawsuit
24 against Defendant on behalf of all current and former non-exempt employees who worked for
25 Defendant within the State of California since October 14, 2018 (“Complaint”). Plaintiff had
26 previously, on August 10, 2022, provided written notice by certified mail to the Labor
27 Workforce Development Agency and Defendant of the specific provisions of the California
28 Labor Code that Plaintiff asserted Defendant violated (“PAGA Letter”),

1 40. On December 2, 2022, Defendant filed its Answer to the Complaint.

2 41. Plaintiff served an initial round of written discovery on Defendant on January 5,
3 2023. Thereafter, the Parties agreed to mediate this Action, stay formal discovery, and exchange
4 informal discovery in advance of mediation. After reviewing documents regarding Defendant's
5 wage-and-hour policies and practices, and analyzing Defendant's time and pay records, Class
6 Counsel was able to evaluate the risks of continued litigation and prepared damages
7 models/analysis prior to mediation. Class Counsel also investigated the applicable law
8 regarding the claims and defenses asserted in the litigation.

9 42. On June 8, 2023, the Parties participated in a full day, private mediation with
10 Kristin Rizzo, an experienced class action mediator. After lengthy negotiations, Ms. Rizzo
11 ultimately tendered a mediator's proposal to the Parties, which the Parties ultimately accepted.
12 The material terms of the settlement proposal are encompassed within this Settlement
13 Agreement.

14 43. Plaintiffs and her counsel believe this Litigation is meritorious based on
15 applicable law or an extension thereof. Based on investigation and evaluation, Class Counsel
16 believes the Settlement is fair, reasonable, and adequate and is in the best interests of the
17 Settlement Class Members in light of all known facts and circumstances, including the risk of
18 significant delay, the defenses that could be asserted by Defendant both to certification and on
19 the merits, trial risk, and appellate risk.

20 44. Defendant has also actively investigated the facts surrounding the claims brought
21 by Plaintiffs on behalf of the putative class, and actively and aggressively defended themselves
22 from said claims. Defendant denies any liability or wrongdoing of any kind associated with the
23 claims alleged. Defendant further asserts that it has complied with all applicable provisions of
24 California statutory and common law and have a good faith belief based on existing law that its
25 practices were, and are, in compliance.

26 45. Final Approval of this Settlement shall, as more specifically discussed herein,
27 resolve all claims which were or reasonably could have been alleged in the Complaint, with the
28 exception of any claims which might be retained by the respective Settlement Class Members

1 who exclude themselves from the Settlement. The Parties agree to cooperate and take all steps
2 necessary and appropriate to obtain preliminary and final approval of this Settlement, and to
3 effectuate its terms.

4 46. Each of the forgoing Recitals is incorporated into this Agreement as if fully set
5 forth in the body of the Agreement.

6 **TERMS OF SETTLEMENT**

7 47. Class Certification. The Parties stipulate and agree to the certification of this
8 Action for purposes of this Settlement only. The Parties further stipulate and agree to the
9 appointment of Plaintiffs as Class Representatives and the appointment of Plaintiff's Counsel as
10 Class Counsel, for purposes of this Settlement only. Should the Settlement not become final and
11 effective as herein provided, class certification shall immediately be set aside and the Settlement
12 Class immediately decertified. The Parties' willingness to stipulate to class certification as part
13 of the Settlement shall have no bearing on, and shall not be admissible in or considered in
14 connection with, the issue of whether a class should be certified in a non-settlement context in this
15 Action and shall have no bearing on, and shall not be admissible or considered in connection with,
16 the issue of whether a class should be certified in any other lawsuit.

17 48. Settlement Consideration.

18 a. Defendant's total monetary obligation under this Settlement is the Gross Settlement
19 Amount of \$1,295,000.00. This is an "all in" number that includes, without limitation, all
20 monetary benefits and payments for the Settlement Class Members, the Class Representative
21 Enhancement Awards, the Class Counsel Award, the PAGA Payment, the Settlement
22 Administration Costs, and all other claims for interest, fees and costs. Under no circumstances
23 shall Defendant be required to pay anything more than the Gross Settlement Amount, except that
24 Defendant will separately pay the employer payroll taxes due for the wage payments under this
25 Settlement. In no event shall Defendant be liable for making any payments under this Settlement,
26 or for providing any relief to the Settlement Class Members, before the Effective Date of this
27 Agreement. This is a non-reversionary settlement.

28 b. Plaintiff will pursue a Class Representative Enhancement Award in the amount of

1 \$7,500.00. Defendant agrees not to oppose Plaintiff's application for such enhancement award.
2 The Class Representative Enhancement Award awarded by the Court shall be paid from the Gross
3 Settlement Amount. If the Court awards less than the full Class Representative Enhancement
4 Award, then the unawarded funds shall become part of the Net Settlement Amount to be
5 distributed to Participating Class Members.

6 c. Plaintiff agrees to seek Class Counsel Awards and costs from the Court not to exceed 35%
7 of the Gross Settlement Amount (\$453,250.00) for fees and \$26,700.00 for costs, allocated as
8 follows:

9 i. \$316,912.50 to CollinsKim, LLP (up to \$294,612.50 in fees plus up
10 to \$22,800 in costs)

11 ii. \$162,537.50 to Lawyers for Justice, PC (up to \$158,637.50 in fees
12 plus up to \$3,900 in costs)

13 Defendant agrees not to oppose Plaintiff's application for such a Class Counsel Award.
14 Any Class Counsel Awards awarded by the Court shall be paid from the Gross Settlement Amount.
15 If the Court awards less than the full Class Counsel Awards, then the unawarded funds shall
16 become part of the Net Settlement Amount to be distributed to Participating Class Members.

17 d. Plaintiffs agree to seek a PAGA Payment of \$75,000. 75% of the PAGA Payment shall be
18 paid to the Labor and Workforce Development Agency, and the remaining 25% shall be paid to
19 the Aggrieved Employees on a pay period basis, which will be treated entirely as civil penalties
20 and shall be reported as required on an IRS form 1099. Defendant agrees not to oppose Plaintiff's
21 request for the PAGA Payment or to oppose the 75%/25% allocation of the PAGA Payment. The
22 PAGA Payment shall be paid from the Gross Settlement Amount. If the Court awards less than
23 the full PAGA Payment, then the unawarded funds shall become part of the Net Settlement
24 Amount to be distributed to Participating Class Members. Class Counsel shall give proper notice
25 to the LWDA of the Settlement.

26 e. The Settlement Administrator agrees that its expenses to administer the Settlement shall
27 not exceed \$18,900. The Settlement Administration Costs shall be paid from the Gross Settlement
28 Amount. Any Settlement Administration Costs not actually incurred by the Settlement

1 Administrator shall become part of the Net Settlement Amount to be distributed to Participating
2 Class Members. In the event the Release Effective Date does not occur, any portion of the
3 Settlement Administrator costs already incurred by the Settlement Administrator shall be paid by
4 Plaintiff and Defendant equally. However, if Defendant elects to terminate the Settlement
5 pursuant to Paragraph 50.b. below, then Defendant shall be responsible for all reasonable
6 Settlement Administrator Costs incurred by the Settlement Administrator as of that date. Any
7 dispute relating to the Settlement Administrator's ability and need to perform its duties shall be
8 referred to the Court if it cannot be resolved by the Parties. The Settlement Administrator shall
9 regularly and accurately report to the Parties, in written form when requested, on the substance of
10 the work performed. If the claims administration costs are less than the approved amount, then the
11 remaining funds shall become part of the Net Settlement Amount to be distributed to Participating
12 Class Members.

13 f. The Individual Settlement Payments shall be calculated on a pro-rata, workweeks worked
14 basis. Specifically, the Payment Ratio for each Participating Class Member will be multiplied by
15 the Net Settlement Amount to yield the Individual Settlement Payment amount.

16 g. The Settlement Administrator shall calculate the Individual Settlement Payments based on
17 the Class Information provided to the Settlement Administrator by Defendant. The Settlement
18 Administrator shall allocate 15% of each Individual Settlement Payment to settlement of wage
19 claims, 45% of each Individual Settlement Payment to settlement of claims for statutory penalties,
20 and 40% of each Individual Settlement Payment to interest.

21 h. In exchange for the consideration provided by Defendant, Plaintiff, individually, and on
22 behalf of her heirs, estates, trustees, executors, administrators, representatives, agents, successors
23 and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree
24 to provide the Complete and General Release of the Released Parties.

25 i. In exchange for the consideration provided by Defendant, Participating Class Members,
26 individually and on behalf of their heirs, estates, trustees, executors, administrators,
27 representatives, agents, successors, and assigns, and anyone claiming through them or acting or
28 purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant

not to sue each and all of the Released Parties for the Participating Class Members' Released Claims.

j. In exchange for the consideration provided by Defendants, Aggrieved Employees shall completely release and discharge the Released Parties from the PAGA Released Claims for the PAGA Period.

k. As of the Release Effective Date, Plaintiff and Participating Class Members shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all claims released under this Settlement.

49. Preliminary Approval.

a. Upon execution of this Amended Settlement Agreement, Plaintiff shall submit a supplemental declaration in support of the motion for preliminary approval of the Settlement to the Court.

b. The Parties stipulate to the form of, and agree to submit to the Court for its consideration, this Settlement Agreement and the Notice of Pendency of Class Action Settlement and Estimated Individual Settlement Payment (**Exhibit 1**), the Objection Form (**Exhibit 2**), and the Request for Exclusion Form (**Exhibit 3**).

c. The Proposed Order shall:

- i. Conditionally certify the Class and the Class Claims;
- ii. Conditionally appoint Plaintiff and Class Counsel as representatives and of the Settlement Class;
- iii. Appoint CPT Group as the Settlement Administrator, and order the Settlement Administrator to provide notice of the settlement as outlines below;
- iv. Confirm that the procedure for distributing the Class Notice (discussed below) (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive

notice; and (iv) met all applicable requirements of due process, and any other applicable rules or law;

v. Order that the preliminary approval of the Settlement, certification of the Settlement Class Members and the Class Claims, and all actions associated with them, are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated or disapproved in whole or in part by the Court, or any appellate court and/or other court of review in which event the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or the certifiability of a litigation class or the appropriateness of maintaining a representative action.

d. The motion for preliminary approval shall request: that the Final Approval Hearing and any determination on the request for a Class Counsel Award and Class Representative Enhancement Awards be set no earlier than twenty-one (21) days after the Exclusion/Objection deadline; that Plaintiff be permitted to file her motion for final approval no later than fourteen (14) days before the Final Approval Hearing.

e. At the same time that Plaintiff files her motion for preliminary approval, Class Counsel will notify the LWDA that the Parties have filed a motion for preliminary approval of settlement of a PAGA claim.

50. Procedure for Providing Notice of Settlement.

a. Defendant has already provided the Settlement Administrator with the Class Information for purposes of sending the Class Notice to Class Members.

b. No more than fourteen (14) calendar days after the Court's approval of Plaintiff's Motion for Preliminary Approval, the Settlement Administrator shall send the Class Notice to the Class Members via U.S. Mail.

c. The Class Notice will inform Class Members that, unless they request to be excluded from the Settlement, they will become Participating Class Members; they will receive Individual Settlement Payments under the Agreement; and they are bound by the release of the Participating

1 Class Members' Released Claims. The Class Notice and all accompanying documents will be in
2 English and translated into Spanish. The Class Notice will also identify the website url for the
3 settlement website where Class Members may obtain additional information about the settlement.

4 d. The Class Notice will inform Class Members of their right to request exclusion from the
5 Settlement and the procedure for doing so.

6 e. The Class Notice will inform Class Members of their right to object to the Settlement and
7 the procedure for doing so.

8 f. The Class Notice shall include a statement as to the number of workweeks worked during
9 the Class Period attributable to the Class Member as well as an explanation for how the workweeks
10 worked will be used to calculate the Individual Settlement Payments. The Class Notice shall also
11 include a statement as to how the Aggrieved Employee's individual's portion of the PAGA
12 Payment was calculated.

13 g. Prior to mailing the Class Notice, the Settlement Administrator shall process the Class
14 Information list against the National Change of Address ("NCOA" Database maintained by the
15 United States Postal Service ("USPS")). It shall be conclusively presumed that if the Notice Packet
16 is not returned as "undeliverable," the Settlement Class Member received the Notice Packet.

17 h. With respect to Notice Packets that are returned as undeliverable, if a forwarding address
18 is provided by the USPS, the Settlement Administrator shall re-mail the Notice Packet within three
19 (3) business days. If a Notice Packet is "undeliverable" and no forwarding address is provided,
20 the Settlement Administrator shall employ standard skip-tracing to obtain updated address
21 information and shall re-mail the Notice Packet to those Settlement Class Members. All re-
22 mailings to skip-traced Settlement Class Members shall be promptly performed during the notice
23 and opt-out period and must be completed no later than ten (10) days prior to the Response
24 Deadline.

25 i. To the extent that Class Counsel becomes aware of new contact information for any
26 Settlement Class Member, Class Counsel shall promptly communicate that information to the
27 Settlement Administrator. Within two (2) business days of receiving such information, the
28 Settlement Administrator shall cause a Notice Packet to be mailed to the Settlement Class

Member's updated address.

j. The Parties agree that the procedures set forth in this Section comply with all due process requirements, constitutes reasonable and the best practicable notice under the circumstances, and constitute an appropriate and sufficient effort to locate current addresses for Class Members such that no additional efforts to do so shall be required. Any Class Members who fail to receive the Notice of Settlement after these procedures have been followed will nonetheless be bound by this Settlement.

k. At least twenty-one (21) days before the Final Approval Hearing, the Settlement Administrator shall provide a declaration of due diligence confirming: its dissemination of the Class Notice in accordance with the notice procedures of this Agreement; all attempts by the Settlement Administrator to locate Class Members; the number of delivered and undeliverable Class Notices; the number of objections received (and copies of same); and the number of requests for exclusion received (but not copies of same). Class Counsel shall be responsible for filing the due diligence declaration with the Court.

51. Workweeks Worked Disputes and Distribution

a. Each Settlement Class Member will have the opportunity, should they disagree with Defendant's records regarding the number of Workweeks credited to them during the applicable Settlement Class Period and pay periods during the PAGA Period as stated in the Notice, to provide documentation and/or an explanation postmarked or to be received by the Settlement Administrator by the Response Deadline in support of his or her claim of a different number of Workweeks and/or pay periods. If there is a dispute related to the number of Class Period workweeks or PAGA pay periods, the Settlement Administrator will consult with Class Counsel and Defendant's counsel to determine whether an adjustment is warranted. The Settlement Administrator will provide an initial resolution to any dispute related to the number of Class Period workweeks or PAGA pay periods, which will be subject to review by the Court. If the Settlement Administrator is unable to resolve a dispute related to the number of Workweeks, the Parties will submit the dispute to the Court for resolution.

1 b. Within fifteen (15) business days of the Response Deadline, the Settlement Administrator
2 shall provide a spreadsheet to Class Counsel and to Defendant's Counsel that contains information
3 sufficient to determine: the amount proposed to be paid to each Participating Class Member and
4 Aggrieved Employee, and the names, addresses, and last four digits of the Social Security
5 Numbers of any Settlement Class Members who opted-out of the Settlement. The Settlement
6 Administrator will keep originals, including postmarked envelopes of all documents associated
7 with disputes over the credited Workweeks and make copies of them available to Defendant and/or
8 Class Counsel upon reasonable request.

9 c. Defendant will provide the Settlement Administrator with the Gross Settlement Amount
10 by bank wire within fourteen (14) calendar days of the Effective Date. The Settlement
11 Administrator will maintain the funds in an account that enables the funds to accrue interest.
12 Within five (5) calendar days from receipt of the funds, the Settlement Administrator shall then
13 disburse the funds under the Settlement, as approved by the Court.

14 d. Class Counsel shall deliver to the Settlement Administrator written instructions that
15 describe the manner and mode of payment of such Attorneys' Fees and Costs, and a fully-executed
16 Form W-9 with respect to the entity(ies) to whom the Attorneys' Fees and Costs shall be paid.
17 The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for such amounts
18 paid for attorneys' fees under this Settlement. Notwithstanding the foregoing, Class Counsel shall
19 not apply for, and shall not be awarded, attorneys' fees and/or costs in any amounts that are in
20 excess of the amounts set forth in this Agreement.

21 e. Payments to Participating Class Members, Aggrieved Employees, Class Counsel, the Class
22 Representatives, and the California Labor and Workforce Development Agency shall be made by
23 the Settlement Administrator within five (5) calendar days from the Settlement Administrator's
24 receipt of the Gross Settlement Amount from Defendant. The claims administrator shall conduct
25 a skip trace on any checks that are returned as undeliverable.

26 f. The Settlement Administrator shall be responsible for calculating and timely paying any
27 and all payroll tax deductions to be withheld from the portion of the Individual Settlement
28 Payments apportioned as wages to the appropriate tax authorities, as required under this

1 Agreement and applicable law. This includes any and all applicable taxes, whether traditionally
2 the responsibility of employer or employee. The Settlement Administrator's responsibilities
3 include the following: (a) filing all Federal, state and local employment tax returns, tax
4 withholding returns, and any other tax returns associated with the taxes, (b) timely and proper
5 filing of all required Federal, state and local information returns (e.g., 1099s, W-2s, etc.) with the
6 appropriate taxing authorities, and (c) completion of any other steps necessary for compliance
7 with any tax obligations of the settlement fund under Federal, state and/or local law. To verify the
8 Settlement Administrator's compliance with the foregoing withholding and reporting
9 requirements, as soon as administratively practicable, the Settlement Administrator shall furnish
10 Class Counsel and Defendant's Counsel with copies of all filed tax returns and information returns
11 (including all 1099 and W-2 information returns) upon request, and a final accounting adequate
12 to demonstrate full compliance with all tax withholding, payment, deposit and reporting
13 obligations.

14 f. Each party to this Agreement acknowledges and agrees that (1) no provision of this
15 Agreement, and no written communication or disclosure between or among the Parties or their
16 attorneys and other advisers, is or was intended to be, nor shall any such communication or
17 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
18 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging
19 Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisers for
20 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
21 Agreement based upon the recommendation of any other party or any attorney or advisor to any
22 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
23 or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging
24 Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects
25 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
26 limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or
27 tax structure of any transaction, including any transaction contemplated by this Agreement.
28

g. Notice of entry of final judgement will be provided to the Class Members through the settlement website.

52. Procedure for Requesting Exclusion.

a. Class Members who wish to exclude themselves from (or “opt out” of) the Settlement must submit timely, written requests for exclusion. To be effective, the request for exclusion must be submitted on the Request for Exclusion Form or sending a written exclusion request in similar form, which must include: the Class Member’s name, address, and telephone number; the name and case number of this case; a clear and unequivocal statement that the individual wishes to be excluded from the Settlement; and the Class Member’s signature, either of which must be postmarked by the Response Deadline. The date of the postmark on the envelope containing the request for exclusion shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Requests for exclusion must be exercised individually by a Class Member. Attempted collective group, class, or subclass requests for exclusions shall be ineffective and disregarded by the Settlement Administrator.

b. If more than 10% of Class Members opt out of the Settlement, Defendant at its sole and absolute discretion may elect to rescind and revoke the entire Settlement Agreement by sending written notice to Class Counsel that it revokes the Settlement within 30 days after expiration of the opt out period.

c. All Class Members who do not opt out shall be bound by this Agreement, and all of their claims shall be dismissed with prejudice and released as provided for herein.

d. Notwithstanding the submission of a timely request for exclusion, Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009) and will receive their portion of the PAGA Payment.

53. Procedure for Objecting.

a. Settlement Class Member who does not opt out of the Settlement and wishes to object to the Settlement may either present their objection at the Final Approval Hearing or submit to the Settlement Administrator a timely and valid Objection Form or written brief or statement of

objection (together, “Objection”). The Objection must: (1) state the full name of the Participating Class Member; (2) be signed by the Participating Class Member; and (3) be postmarked by the Response Deadline and returned to the Settlement Administrator at the address specified on the Notice. With the motion for final approval, Plaintiffs will present a full report to the Court on all exclusions and objections received. Settlement Class Members who validly opt-out of the Settlement may not submit an Objection to the Settlement and any Objection they submit will not be valid.

b. Class Members who object to the proposed Settlement shall remain Settlement Class Members and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant and the Released Parties. To the extent any Class Member objects to the Settlement, and such objection is overruled in whole or in part, those Class Members will be forever bound by the Final Approval order and Judgment.

54. Motion for Final Approval

a. Promptly after the Exclusion/Objection Deadline, Plaintiff shall file a motion requesting final approval of the Settlement, the entry of which is a material condition of this Settlement.

b. The Final Approval Order shall adjudge that, among other things:

- i. The Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement and that the Class Notice: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process, and any other applicable rules or law.
- ii. The Settlement as fair, reasonable, and adequate;
- iii. Plaintiff and Class Counsel may adequately represent the Class Members for the purpose of entering into and implementing the Settlement;

- 1 iv. The Settlement Administrator is to execute the distribution of proceeds pursuant to the
2 terms of this Settlement;
- 3 v. The Final Approval Order and Judgment of dismissal shall be final and entered
4 forthwith;
- 5 vi. Without affecting the finality of the Final Approval Order and Judgment, the Court
6 retains continuing jurisdiction over Plaintiff, Defendant, and the Class Members as to
7 all matters concerning the administration, consummation, and enforcement of this
8 Settlement Agreement;
- 9 vii. As of the Final Approval Date, the Plaintiff, Participating Class Members, and their
10 legally authorized representatives, heirs, estates, trustees, executors, administrators,
11 principals, beneficiaries, representatives, agents, assigns, and successors, and/or
12 anyone claiming through them or acting or purporting to act for them or on their behalf,
13 regardless of whether they have received actual notice of the proposed Settlement, have
14 conclusively compromised, settled, discharged, and provided: the Complete and
15 General Release (in the case of Plaintiff); and the release of Released Claims (in the
16 case of the Participating Class Members) against Defendant and the Released Parties,
17 and are bound by the provisions of the Settlement;
- 18 viii. Notwithstanding the submission of a timely request for exclusion, Class Members are
19 still bound by the settlement and release of the PAGA Claims or remedies under the
20 Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests for
21 exclusion do not apply to the PAGA Claims, and further affirms that the State's claims
22 for civil penalties pursuant to PAGA are also extinguished;
- 23 ix. This Settlement Agreement and the Final Approval order and Judgment to be binding
24 on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or
25 other proceedings that encompass Plaintiff's and Settlement Class Members' claims
26 released herein, and that are maintained by or on behalf of Plaintiff and the Settlement
27 Class Members and/or their heirs, estates, trustees, executors, administrators,
28

principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf;

x. Plaintiff and the Settlement Class Members are permanently barred from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on the claims released herein;

xi. The Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued; provided, however, that reference may be made to this Settlement in such proceedings as may be necessary to effectuate the provisions of this Settlement;

xii. The Action is dismissed with prejudice;

xiii. The Parties, without further approval from the Court, are authorized to agree to and adopt such amendments, modifications, and expansions of this Agreement, including all Exhibits hereto, as (i) shall be consistent in all material respects with the Final Approval order; (ii) do not limit the rights of Participating Class Members; and (iii) contains such other and further provisions consistent with the terms of this Settlement Agreement to which the Parties expressly consent in writing.

c. At the Final Approval Hearing, Class Counsel may also request entry of an Order approving the Class Counsel Award and the Class Representative Enhancement Awards to Plaintiff. Any such Class Counsel Award or Class Representative Enhancement Award shall be paid exclusively from the Gross Settlement Amount. In no event shall any Released Party otherwise be obligated to pay for any attorneys' fees and expenses or Class Representative Enhancement Awards. The disposition of Class Counsel's application for a Class Counsel Award, and for Class Representative Enhancement Awards, is within the sound discretion of the Court and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement

1 Agreement that such application be granted. Any disapproval or modification of such application
2 by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any
3 of the Parties with the right to terminate the Settlement Agreement, or (iii) increase the
4 consideration any Released Party pays in connection with the Settlement. Released Parties shall
5 have no liability to Plaintiffs or Class Counsel arising from any claim regarding the division of
6 any attorneys' fee/litigation cost award between and among Class Counsel.

7 d. If any portion of the Net Settlement Amount cannot be evenly distributed to the Settlement
8 Class Members, or if any the Individual Settlement Payments are not cashed after the Void Date,
9 then within thirty (30) days after the Void Date, the Settlement Administrator shall void the checks
10 and shall pay such unallocated and unclaimed funds to the California State Controller's Office in
11 the name of the Class Member.

12 e. Upon completion of administration of the Settlement, the Settlement Administrator will
13 provide a written declaration under oath to certify such completion to the Court and counsel for
14 all Parties. Class Counsel shall file the declaration with the Court to confirm full satisfaction of
15 the Settlement.

16 f. Participating Class Members are not eligible to receive any compensation other than the
17 Individual Settlement Payment.

18 g. The Individual Settlement Payments cashed by Participating Class Member shall be
19 reported by the Settlement Administrator to the applicable governmental authorities on IRS Forms
20 W-9 and/or 1099 (if required). The Parties agree all Individual Settlement Payments will be
21 allocated as follows: 15% to settlement of wage claims; 45% to settlement of claims for statutory
22 penalties; and 40% to settlement of claims for interest. The portions allocated to the Class
23 Representative Enhancement Award shall be reported on IRS Form 1099s by the Settlement
24 Administrator. The Settlement Administrator shall be responsible for issuing copies of all IRS
25 Forms for the Plaintiffs and Participating Class Members.

26 h. Payments and tax reporting by the Settlement Administrator in the manner described above
27 shall be deemed conclusive of compliance with this Settlement Agreement as to all Participating
28 Class Members. No Participating Class Members shall have any claim against the Plaintiff, Class

Counsel, Defendant, Defendant's counsel or the Settlement Administrator for distributions made substantially in accordance with this Settlement Agreement and/or orders of the Court. No Participating Class Members shall have any claim against Defendant, the Released Parties or Class Counsel relating to distributions made under this Settlement.

55. Effect of Disapproval, Cancellation or Termination of Settlement Agreement.

a. If the Court does not approve the Settlement as set forth in this Settlement Agreement, or if the Court enters the Judgment and appellate review is sought, and on such review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not otherwise become Final, then this Settlement Agreement shall be cancelled and terminated, unless all Parties, in their sole discretion within thirty (30) days from the date such ruling becomes final, provide written notice to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Judgment as it may be modified by the Court or any appellate court.

b. In the event that: (i) the Settlement is not approved, is overturned, or is materially modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and agree the Settlement, the Class Information, and all documents exchanged and filed in connection with the Settlement shall be treated as inadmissible mediation communications under Cal. Evid. Code §§ 1115 et seq., (b) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with the exception of this Paragraph, which shall remain effective and enforceable; (c) the Parties shall be deemed to have reverted to their respective status prior to execution of this Agreement; (d) all Orders entered in connection with the Settlement, including the certification of the California Settlement Class Members and the California Class Claims, FLSA Settlement Collective Members and FLSA Collective Claims, shall be vacated without prejudice to any Party's position on the issue of class certification, the issue of amending the complaint, or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been

executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement. The Settlement, all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their terms, any statement or report concerning the Settlement Agreement, its existence, or their terms, any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement shall not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a presumption, concession, or an admission of liability, of unenforceability of any arbitration agreement, of the certifiability of a litigation class, or otherwise used by any Person for any purpose whatsoever, in any trial of this Action or any other action or proceedings.

56. Additional Provisions

a. All of the Exhibits to this Agreement are an integral part of the Settlement and are incorporated by reference as though fully set forth herein.

b. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

c. This Agreement supersedes all prior negotiations and agreements and may be amended or modified only by a written instrument signed by counsel for all Parties or the Parties’ successors-in-interest.

d. The Parties reserve the right, subject to the Court’s approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such extensions must be in writing to be enforceable.

e. The Parties to the Settlement Agreement agree that the terms of the Settlement were negotiated at arm’s length and in good faith by the Parties, resulted from an arm’s-length mediation session facilitated by Kristin Rizzo, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

f. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

1 g. This Settlement Agreement, including its Exhibits, constitutes the entire agreement among
2 the Parties, and no representations, warranties, or inducements have been made to any Party
3 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties,
4 and covenants contained and memorialized in this Settlement Agreement and its Exhibits.

5 h. This Settlement Agreement may be executed in one or more counterparts. All executed
6 counterparts and each of them shall be deemed to be one and the same instrument provided that
7 counsel for the Parties to this Settlement Agreement shall exchange among themselves original
8 signed counterparts.

9 i. The Parties hereto and their respective counsel agree that they will use their best efforts to
10 obtain all necessary approvals of the Court required by this Settlement Agreement.

11 j. This Settlement Agreement shall be binding upon and shall inure to the benefit of the
12 successors and assigns of the Parties hereto, including any and all Released Parties and any
13 corporation, partnership, or other entity into or with which any Party hereto may merge,
14 consolidate, or reorganize.

15 k. This Settlement Agreement shall not be construed more strictly against one Party than
16 another merely because of the fact that it may have been prepared by counsel for one of the Parties,
17 it being recognized that because of the arm's-length negotiations resulting in the Settlement
18 Agreement, all Parties hereto have contributed substantially and materially to the preparation of
19 the Settlement Agreement.

20 l. Except where this Settlement Agreement itself provides otherwise, all terms, conditions,
21 and Exhibits are material and necessary to this Settlement Agreement and have been relied upon
22 by the Parties in entering into this Settlement Agreement.

23 m. This Settlement Agreement shall be governed by California law. Any action based on this
24 Settlement Agreement, or to enforce any of its terms, shall be venued in the Orange County
25 Superior Court, which shall retain jurisdiction over all such disputes. All Parties to this Settlement
26 Agreement shall be subject to the jurisdiction of said Court for all purposes related to this
27 Settlement Agreement. This Paragraph relates solely to the law governing this Settlement
28 Agreement and any action based thereon, and nothing in this Paragraph shall be construed as an

admission or finding that California law applies to the Released Claims of any Plaintiff or Class Member who resides outside the State of California.

n. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

o. The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

p. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

Date: _____
Leydi Morales

Date: _____
Mastroianni Family Enterprises, LTD

Agreed as to form.

Date: April 4, 2024

COLLINS KIM LLP

By: 

TAE KIM
Attorneys for Plaintiff Leydi Morales

Date: **SCOTT & WHITEHEAD**

By: _____
Nancy Whitehead
Michael J. Rossiter
Attorneys for Defendant, Mastroianni Enterprises, LTD

admission or finding that California law applies to the Released Claims of any Plaintiff or Class Member who resides outside the State of California.

n. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

o. The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

p. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

Date: 03 / 27 / 2024 Leydi Morales
Leydi Morales

Date: _____
Mastroianni Family Enterprises, LTD

Agreed as to form.

Date: **COLLINS KIM LLP**

By: _____
TAE KIM
Attorneys for Plaintiff Leydi Morales

Date: **SCOTT & WHITEHEAD**

By: _____
Nancy Whitehead
Michael J. Rossiter
Attorneys for Defendant, Mastroianni Enterprises, LTD

1 admission or finding that California law applies to the Released Claims of any Plaintiff or Class
2 Member who resides outside the State of California.

3 n. The Court shall retain continuing and exclusive jurisdiction over the Parties to this
4 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
5 Agreement.

6 o. The headings used in this Settlement Agreement are for the convenience of the reader only,
7 and shall not affect the meaning or interpretation of this Settlement Agreement.

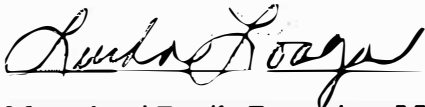
8 p. In construing this Settlement Agreement, the use of the singular includes the plural (and
9 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

10
11 Date:

Leydi Morales

12
13
14 Date:

✓ 4-01-2024

✓  _____
Mastroianni Family Enterprises, LTD

15
16
17 Agreed as to form.

18 Date: April 1, 2024

COLLINS KIM LLP

19
20 By:

TAE KIM
Attorneys for Plaintiff Leydi Morales

21
22
23 Date: April 4, 2024

SCOTT & WHITEHEAD

24
25 By:

 _____
Nancy Whitehead
Michael J. Rossiter
Attorneys for Defendant, Mastroianni
Enterprises, LTD

EXHIBIT 1

NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT SETTLEMENT

Leydi Morales v. Mastroianni Family Enterprises, LTD
Orange County Superior Court Case No. 30-2022-01286355-CU-OE-CJC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED FOR MASTROIANNI FAMILY ENTERPRISES, LTD AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN October 14, 2018 AND October 23, 2023, THIS CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT (“PAGA”) SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action and PAGA lawsuit entitled *Morales v. Mastroianni Family Enterprises, Ltd*, Orange County Superior Court Case No. 30-2022-01286355-CU-OE-CJC (the “Action”). The purpose of this Notice of Class Action and PAGA Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Melissa R. McCormick on [REDACTED], 2024 at [REDACTED] in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, to determine whether the Settlement is fair, adequate and reasonable.

THE CLASS ACTION:

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST EXCLUSION FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against Mastroianni Family Enterprises, LTD. (“Defendant”) and affiliated persons and entities, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must submit a written statement explaining why you do not like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Class Action Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All persons employed by Defendant as non-exempt employees in California at any time during the period from October 14, 2018 to October 23, 2023, (the “Class Period”).

THE PAGA ACTION:

IF YOU ARE AN AGGRIEVED EMPLOYEE, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT OF THE PAGA ACTION SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, REGARDLESS OF WHETHER YOU CASH YOUR CHECK OR NOT. YOU CANNOT OPT OUT OF THE PAGA ACTION SETTLEMENT.

Who is affected by this proposed PAGA Action Settlement?

Aggrieved Employees are defined as:

All persons employed by Defendant as non-exempt employees in California at any time during the period from October 14, 2021 to October 23, 2023 (the “PAGA Period”).

If you were employed by Defendant during the PAGA Period, you are an Aggrieved Employee.

What is this case about?

In the Action, plaintiff Leydi Morales (“Plaintiff”) alleges on behalf of herself and the Settlement Class Members the following claims against Defendant: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under the Labor Code Private Attorneys General Act (“PAGA”), as a representative action. Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys’ fees, and costs. Plaintiff also seeks civil penalties under PAGA for the forgoing claims on behalf of the State of California and all Aggrieved Employees.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Settlement Class Members and Aggrieved Employees.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Tae Kim
CollinsKim, LLP
515 South Flower Street, 18th Floor
Los Angeles, California 90071
213-314-0238

Defense Counsel

Michael J. Rossiter
Nancy Rader Whitehead
Scott & Whitehead
4675 MacArthur Court, Suite 1240
Newport Beach, CA 92660
(949) 222-0166

Arby Aiwazian
Tara Zabehi

Margaux Gundzik
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
(818) 265-1020

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$1,295,000.00 (the “Gross Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members who do not request to be excluded from the Settlement (“Participating Class Members”); (b) the Court-approved Class Representative Enhancement Award to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) the payment to be paid to the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees for the PAGA claims (“PAGA Payment”).

Class Counsel Attorneys’ Fees and Costs, Class Representative Enhancement Award, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys’ fees up to \$453,250.00 (thirty five percent of the Gross Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$26,700.00. In addition, Class Counsel will ask the Court to authorize a Class Representative Enhancement Award payment of up to \$7,500.00 to Plaintiff for her effort in prosecuting the Action on behalf of the Class and Aggrieved Employees. The Parties estimate the cost of administering the Settlement will not exceed \$18,900. In addition, \$75,000.00 will be allocated to penalties under PAGA, of which 75%, or \$56,250.00, will be paid to the LWDA, and the remaining 25%, or \$18,750.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court or not incurred will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

Individual Settlement Payments for the Class Action. After deduction from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and costs, the Class Representative Service Award to Plaintiff, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of weeks worked during the Class Period.

Individual PAGA Payments. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on the number of pay periods worked during PAGA Period.

If an Individual Settlement Payment check and/or Individual PAGA Payment check remains uncashed after 180 days from issuance, the Settlement Administrator will pay over the amount represented by the check to the State Controller’s Office Unclaimed Property Fund, with the identity of the Class Members or Aggrieved Employees to whom the funds belong. The Class Member and Aggrieved Employee will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the Individual Settlement Payments to Participating Class Members will be allocated 15% as wages and 45% as statutory penalties, and 40% to interest. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments. The Individual PAGA Payment will be allocated as civil penalties and not subject to tax withholding.

The Parties and their attorneys do not make any representations concerning the tax consequences of this Settlement or your participation in it and are unable to offer tax advice. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

How much will my payment be?

Defendant's records reflect that you worked <> weeks during the Class Period. Based on this information, your estimated Individual Settlement Payment will be <>.

Defendant's records reflect that you worked <> pay periods during the PAGA Period. Based on this information, your estimated Individual PAGA Payment will be <>.

If you wish to challenge the weeks worked, or the pay periods worked above, then you must submit a written, signed challenge along with supporting documents, to the Settlement Administrator provided in this Notice by <>. The Settlement Administrator, in consultation with counsel for both parties, will determine whether an adjustment is warranted. The Court may review any dispute decision made by the Settlement Administrator.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendant providing the Gross Settlement Amount to the Settlement Administrator, Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, causes of action, rights, liabilities, penalties, demands, damages, debts, accounts, duties, Costs (other than those Costs required to be paid pursuant to this Settlement Agreement), against the Released Parties that are pled in the Operative Complaint and that arise from the facts alleged in Plaintiffs' Operative Complaint during the Class Period. Specifically, this includes Defendant's alleged violation of the California Labor Code for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, as well as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and Defendant's alleged unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.* stemming from the foregoing alleged California Labor Code violations.

Release by Aggrieved Employees. Upon Defendant providing the Gross Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties from any and all PAGA claims that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees, based on the facts stated in the Complaint and in Plaintiff's LWDA notice letter, which include PAGA claims seeking civil penalties that are premised upon: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide compliant meal periods and pay required meal period penalties; (d) failure to provide compliant rest periods and pay required rest period penalties; (e) failure to reimburse business expenses; (f) failure to timely pay wages each period and upon separation of employment; (g) failure to provide accurate itemized wage statements; and (h) all other claims for civil penalties recoverable under the Private Attorneys General Act Labor Code § 2698 *et seq.*, based on the claims alleged in the Complaint and the LWDA notice letter. The PAGA Released Claims do not release any Aggrieved Employee's claims for wages or statutory penalties and arising at any time during the PAGA Period.

The "Released Parties" means Defendant Mastroianni Family Enterprises, LTD.

What are my options in this matter?

For the Class Action, you have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the

Class, you consent to the release of claims as described above. If you remain in the Class, you will be represented at no cost by Class Counsel.

Object to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection (“Notice of Objection”) to the Settlement Administrator. You may use the attached form. Otherwise, the Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked on or before [redacted], 2024 and returned to the Settlement Administrator at the following address:

CPT
Morales v. Mastroianni Family Enterprises, LTD Settlement
P.O. Box [redacted]
[City], [State] [Zip]

You can also hire an attorney at your own expense to represent you in your objection. You may appear at the final approval hearing to object to the settlement, even if you have not submitted a written objection form. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement (“Request for Exclusion”). In order to be valid, you may use the attached form or by sending a written exclusion request in a form similar to the attached Request for Exclusion Form, which must include (1) your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Morales v. Mastroianni Family Enterprises, LTD*; (3) be signed by you; and (4) be postmarked on or before [redacted], 2024 and returned to the Settlement Administrator at the following address:

CPT
Morales v. Mastroianni Family Enterprises, LTD Settlement
P.O. Box [redacted]
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement and will not be entitled to or permitted to object to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, on [redacted], 2024 at [redacted] in Department CX104 of the Orange County Superior Court. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator’s website (www.mastroiannisettlement.com) within seven (7) calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More information can be found at www.mastroianisettlement.com. More details are in the Amended Settlement Agreement, which can be found on the settlement website. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. Additional documents including the complaint, the PAGA notice letter, and settlement documents will also be available on the settlement website. If you have further questions regarding the Settlement, you may also contact the Settlement Administrator at 1-XXX-XXX or visit the Court's website at www.occourts.org and entering the Case Number located on the first page of this notice.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT 2

NOTICE OF OBJECTION TO CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Leydi Morales v. Mastroianni Family Enterprises, LTD

Case No. 30-2022-01286355-CU-OE-CJC

INSTRUCTIONS

**IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE
ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.**

You have a right to object to the Settlement, or any of its terms. In order to object, you must not have submitted a Request for Exclusion Form. If you choose to object, you must complete this form and send the signed form no later than [DATE] to Morales v. *Mastroianni Family Enterprises*, TLD, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Alternatively, you may submit a written exclusion request in similar form to the contents of this Notice of Objection form. You may appear at the final approval hearing to object to the settlement, even if you have not submitted this written objection form.

- 1) NAME:
- 2) ADDRESS:
- 3) TELEPHONE NUMBER:
- 4) LAST FOUR OF YOUR SOCIAL SECURITY NUMBER AND/OR EMPLOYEE
IDENTIFICATION NUMBER:
- 5) DATES OF EMPLOYMENT WITH COMPANY:

I HEREBY CONFIRM THAT I WANT TO OBJECT TO THE SETTLEMENT.

- 8) DATE:
- 9) SIGNATURE:

EXHIBIT 3

**REQUEST FOR EXCLUSION FROM CLASS ACTION
SETTLEMENT**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Leydi Morales v. Mastroianni Family Enterprises, LTD

Case No. 30-2022-01286355-CU-OE-CJC

It is my decision not to participate in the above-referenced litigation. I confirm that I have received the Notice of Proposed Class Action Settlement, and related documents, which describe the settlement and provide information concerning the Settlement Fairness and Approval Hearing in the above-referenced litigation. I have decided to be excluded from the Class and not participate in the proposed settlement. I understand and acknowledge that by signing and submitting this form that I will **not** receive any money from the settlement. Requesting exclusion from the Class Action Settlement will not exclude Aggrieved Employees from the settlement of the Private Attorneys General Act claims that are part of this settlement.

Dated:_, 2024

Signature

Last four digits of Social Security Number

Type or print name

Telephone number

All other names used during employment
with Defendant

Email address

Street address

Dates of employment with Defendant

City, state and zip code

This document, or an otherwise acceptable written request for exclusion (opt-out) must be postmarked no later than [date] and it must be sent, via regular U.S. mail, or the equivalent, to:

Morales v. Mastroianni Family Enterprises, LTD
c/o Settlement Administrator CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Telephone: 1-888-636-3998

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Tara Zabehi (SBN 314706)
Margaux Gundzik (SBN 340116)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Tae Kim (SBN 210465)
tkim@collinskim.com
Dawn Collins (SBN 193447)
dcollins@collinskim.com
COLLINS KIM, LLP
515 S. Flower St., 18th Floor
Los Angeles, CA 90071
Tel: (213) 341-0238 / Fax: (310) 341-0239

Attorneys for Plaintiff, Leydi Morales

Nancy Rader Whitehead (SBN 107332)
Michael J. Rossiter (SBN 258410)
SCOTT & WHITEHEAD
4675 MacArthur Court, Suite 1240
Newport Beach, CA 92660
Tel: (949) 222-0166 / Fax: (949) 222-0113

Attorney for Defendant, Mastroianni Family Enterprises, LTD

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

LEYDI MORALES, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorney Generals Act;

Plaintiff,

vs.

MASTROIANNI FAMILY ENTERPRISES
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick,
Department CX104

**AMENDMENT TO AMENDED
SETTLEMENT STIPULATION**

Complaint Filed: October 14, 2022

1 **AMENDMENT TO AMENDED SETTLEMENT STIPULATION**

2 Plaintiff Leydi Morales (“Plaintiff”) And Defendant Mastroianni Family Enterprises, LTD
3 9”MFE” or “Defendant”) stipulate and agree to the terms and conditions set forth in this
4 Amendment to the Amended Settlement Stipulation (“Agreement”).

5 **I. RECITALS**

6 This Agreement is made with reference to the following recitals:

7 1. On May 30, 2024, Plaintiff’s Motion for Preliminary Approval of Class and
8 Representative Action Settlement was set for hearing before the Honorable Melissa R.
9 McCormick (the “Court”).

10 2. Prior to the May 30, 2024, hearing, the Court issued a tentative ruling identifying
11 questions and comments with respect to the Amended Settlement Stipulation. The Court
12 subsequently adopted the tentative ruling as the final court.

13 3. In accordance with the Court’s tentative ruling, the Parties have agreed to
14 amendments to the Amended Settlement Stipulation.

15 4. The definition of the terms set forth in the Amended Settlement Stipulation, shall
16 hold the same definition and meaning as used herein, except as expressly modified herein. See
17 Paragraphs 1 through 38 of the Amended Settlement Stipulation.

18 **II. AMENDMENTS**

19 1. Calculation of Individual PAGA Payments: Individual PAGA Payments shall be
20 calculated by applying the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment,
21 calculated according to the number of pay periods the Aggrieved Employee worked during the
22 PAGA Period. As set forth in the Amended Settlement Stipulation at Paragraph 48.d., the
23 Individual PAGA Payments will be treated as civil penalties and reported on an IRS form 1099.
24 The Individual PAGA Payments will not be subject to tax withholding.

25 2. The definition of PAGA Released Claims (paragraph 22 of the Amended
26 Settlement Stipulation) is amended to mean the following: civil penalties available under PAGA
27 for (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide
28 compliant meal periods and pay required meal period penalties; (d) failure to provide compliant

1 rest periods and pay required rest period penalties; (e) failure to reimburse business expenses; (f)
2 failure to timely pay wages each period and upon separation of employment; and (g) failure to
3 provide accurate itemized wage statements based on the facts alleged in the Complaint and in
4 Plaintiff's LWDA notice letter referenced therein, by the Aggrieved Employees against the
5 Released Parties. The PAGA Released Claims do not release any Aggrieved Employee's claims
6 for wages or statutory penalties and arising at any time during the PAGA Period.

7 3. "Response Deadline" (paragraph 32 of the Amended Settlement Stipulation) is
8 amended to mean: the date sixty (60) calendar days after the Settlement Administrator mails the
9 Notice of Settlement to Settlement Class Members and the last date on which Settlement Class
10 Members may postmark written Requests for Exclusion, a Notice of Objection to the Settlement, or
11 to submit a dispute in accordance with Paragraph 49 of the Amended Settlement Stipulation.
12 For Settlement Class Members who are sent re-mailed Class Notices or who submit a dispute,
13 the "Extended Response Deadline" shall mean fifteen (15) calendar days from the date the
14 Settlement Administrator re-mails the Notice of Settlement to Class Members. The Extended
15 Response Deadline is the last date on which Settlement Class Members who are sent re-mailed
16 Class Notices may postmark written Requests for Exclusion, a Notice of Objection to the
17 Settlement, or to submit a dispute.

18 4. The Notice of Final Judgment and Order will be posted on the settlement
19 administrator's website for at least 180 days. See Notice, Exhibit A.

20 5. Settlement Administrator's fees shall not exceed \$12,750. See Notice, Exhibit A.

21 6. The Notice of Class Action and Private Attorney General Act Settlement, Exhibit
22 A to the Amended Settlement Stipulation, shall be modified, amended and replaced by the
23 modified Notice of Class Action and Private Attorney General Act Settlement.

24
25 Date:

Leydi Morales

26
27 Date:

Mastroianni Family Enterprises, LTD

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Agreed as to form.

Date: August 13, 2024

COLLINS KIM LLP

By: 
TAE KIM
Attorneys for Plaintiff Leydi Morales

Date: August 13, 2024

SCOTT & WHITEHEAD

By: 
Nancy Whitehead
Michael J. Rossiter
Attorneys for Defendant, Mastroianni Enterprises, LTD

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3 provide accurate itemized wage statements based on the facts alleged in the Complaint and in
4 Plaintiff's LWDA notice letter referenced therein, by the Aggrieved Employees against the
5 Released Parties. The PAGA Released Claims do not release any Aggrieved Employee's claims
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15 Response Deadline is the last date on which Settlement Class Members who are sent re-mailed
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17 Settlement, or to submit a dispute.

18 4. The Notice of Final Judgment and Order will be posted on the settlement
19 administrator's website for at least 180 days. See Notice, Exhibit A.

20 5. Settlement Administrator's fees shall not exceed \$12,750. See Notice, Exhibit A.

21 6. The Notice of Class Action and Private Attorney General Act Settlement, Exhibit
22 A to the Amended Settlement Stipulation, shall be modified, amended and replaced by the
23 modified Notice of Class Action and Private Attorney General Act Settlement.

24 Date: 08 / 08 / 2024


Leydi Morales

26
27 Date:

Mastroianni Family Enterprises, LTD

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Tara Zabehi (SBN 314706)
Margaux Gundzik (SBN 340116)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Tae Kim (SBN 210465)
tkim@collinskim.com
Dawn Collins (SBN 193447)
dcollins@collinskim.com
COLLINS KIM, LLP
515 S. Flower St., 18th Floor
Los Angeles, CA 90071
Tel: (213) 341-0238 / Fax: (310) 341-0239
Attorneys for Plaintiff, Leydi Morales

Nancy Rader Whitehead (SBN 107332)
Michael J. Rossiter (SBN 258410)
SCOTT & WHITEHEAD
4675 MacArthur Court, Suite 1240
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Attorney for Defendant, Mastroianni Family Enterprises, LTD

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

LEYDI MORALES, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorney Generals Act;

Plaintiff,

vs.

MASTROIANNI FAMILY ENTERPRISES
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick,
Department CX104

**AMENDMENT TO AMENDED
SETTLEMENT STIPULATION**

Complaint Filed: October 14, 2022

□

AMENDMENT TO SETTLEMENT STIPULATION

AMENDMENT TO AMENDED SETTLEMENT STIPULATION

Plaintiff Leydi Morales ("Plaintiff") And Defendant Mastroianni Family Enterprises, LTD 9"
MFE" or "Defendant") stipulate and agree to the terms and conditions set forth in this
Amendment to the Amended Settlement Stipulation ("Agreement").

1. RECITALS

This Agreement is made with reference to the following recitals:

1. On May 30, 2024, Plaintiff's Motion for Preliminary Approval of Class and
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questions and comments with respect to the Amended Settlement Stipulation. The Court
subsequently adopted the tentative ruling as the final court.

3. In accordance with the Court's tentative ruling, the Parties have agreed to amendments
to the Amended Settlement Stipulation.

4. The definition of the terms set forth in the Amended Settlement Stipulation, shall hold
the same definition and meaning as used herein, except as expressly modified herein. See
Paragraphs 1 through 28 of the Amended Settlement Stipulation.

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1. Calculation of Individual PAGA Payments: Individual PAGA Payments shall be calculated by applying the Aggrieved Employee's pro rata share of 25% of the PAGA Payment, calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period. As set forth in the Amended Settlement Stipulation at Paragraph 48.d., the Individual PAGA Payments will be treated as civil penalties and reported on an IRS form 1099. The Individual PAGA Payments will not be subject to tax withholding.

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3. "Response Deadline" (paragraph 32 of the Amended Settlement Stipulation) is amended to mean: the date sixty (60) calendar days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members and the last date on which Settlement Class Members may postmark written Requests for Exclusion, a Notice of Objection the Settlement, or to submit a dispute in accordance with Paragraph 49 of the Amended Settlement Stipulation. For Settlement Class Members who are sent re-mailed Class Notices or who submit a dispute, the "Extended Response Deadline" shall mean fifteen (15) calendar days from the date the Settlement Administrator re-mails the Notice of Settlement to Class Members. The Extended Response Deadline is the last date on which Settlement Class Members who are sent re-mailed Class Notices may postmark written Requests for Exclusion, a Notice of Objection to the Settlement, or to submit a dispute.

4. The Notice of Final Judgment and Order will be posted on the settlement administrator's website for at least 180 days. See Notice, Exhibit A.

5. Settlement Administrator's fees shall not exceed \$12,750. See Notice, Exhibit A.

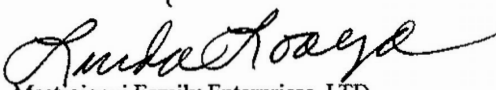
6. The Notice of Class Action and Private Attorney General Act Settlement, Exhibit A to the Amended Settlement Stipulation, shall be modified, amended and replaced by the modified Notice of Class Action and Private Attorney General Act Settlement.

Date:

Leydi Morales

Date:

8-12-24


Mastroianni Family Enterprises, LTD

Agreed as to form.

Date: August 7, 2024

COLLINS KIM LLP

By: _____

TAE KIM

Attorneys for Plaintiff Leydi Morales

Date: August 13, 2024

SCOTT & WHITEHEAD

By: _____

Nancy Whitehead

Michael J. Rossiter

Attorneys for Defendant, Mastroianni
Enterprises, LTD



EXHIBIT B

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-900924-22
Plaintiff for PAGA Case: Leydi Morales
Filer/Attorney for PAGA Case: Edwin Aiwazian
Law Firm for PAGA Plaintiff: Lawyers For Justice, PC
Employer: Mastroianni Family Enterprises LTD.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2022-01286355-CU-OE-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional PAGA Document Submitted on 04/17/2024 01:49:08 PM by Tae	Morales - Dec of PI ISO Mtn Prelim Approval.pdf	4/17/2024 8:49 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/17/2024 01:49:08 PM by Tae	Morales - [Proposed] Order re MPA.pdf	4/17/2024 8:49 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/17/2024 01:49:08 PM by Tae	Morales - Dec of TK ISO Mtn Prelim Approval.pdf	4/17/2024 8:49 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/17/2024 02:28:42 PM by Tae	Morales - Proposed Amended Order re MPA.pdf	4/17/2024 9:29 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/17/2024 02:28:42 PM by Tae	Morales - Supp Dec of TK ISO Mtn Prelim Approval.pdf	4/17/2024 9:28 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/17/2024 02:28:42 PM by Tae	Morales - Zarate Dec ISO Mtn Prelim Approval.pdf	4/17/2024 9:29 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/17/2024 01:49:08 PM by Tae	2023.10.13_Morales v. Mastroianni_ - Mtn Prelim Approval (Final).pdf	4/17/2024 8:49 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/17/2024 02:28:42 PM by Tae	Supp Brief ISO MPA.pdf	4/17/2024 9:28 PM	Other PAGA Document
Additional PAGA Document Submitted on 05/20/2024 03:14:11 PM by Brian	2024.05.20_Mastroianni_Supp Decl of BSJ ISO MPA.pdf	5/20/2024 10:14 PM	Other PAGA Document
Court Complaint Submitted on 10/31/2022 10:14:07 AM by Edwin Aiwazian	2022.10.14_Complaint.pdf	10/31/2022 5:14 PM	Court Complaint
PAGA Notice Submitted on 08/10/2022 06:06:58 PM by Edwin Aiwazian	2022.08.10_PAGA Notice_Leydi Morales v. Mastroianni Family Enterprises LTD (Certified).pdf	8/11/2022 1:07 AM	PAGA Notice
Proposed Settlement Submitted on 04/17/2024 01:36:43 PM by Tae Kim	Morales - Settlement Stip FINAL FILING.pdf	4/17/2024 8:36 PM	Proposed Settlement

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Attachment Name	Description	Date Submitted	Type
Proposed Settlement Submitted on 08/28/2024 01:12:32 PM by Tae Kim	Morales - Amendment to Settlement Stip - Fully Executed.pdf	8/28/2024 8:12 PM	Proposed Settlement
Proposed Settlement Submitted on 10/12/2023 05:01:34 PM by Tae Kim	Fully Executed Settlement Stip.pdf	10/13/2023 12:01 AM	Proposed Settlement

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-900924-22
Plaintiff for PAGA Case: Leydi Morales
Filer/Attorney for PAGA Case: Edwin Aiwazian
Law Firm for PAGA Plaintiff: Lawyers For Justice, PC
Employer: Mastroianni Family Enterprises LTD.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2022-01286355-CU-OE-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 10/31/2022 10:14:07 AM by Edwin Aiwazian	2022.10.14_Complaint.pdf	10/31/2022 5:14 PM	Court Complaint
Proposed Settlement Submitted on 04/17/2024 01:36:43 PM by Tae Kim	Morales - Settlement Stip FINAL FILING.pdf	4/17/2024 8:36 PM	Proposed Settlement
Proposed Settlement Submitted on 10/12/2023 05:01:34 PM by Tae Kim	Fully Executed Settlement Stip.pdf	10/13/2023 12:01 AM	Proposed Settlement

Tae Kim

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, April 17, 2024 1:50 PM
To: Tae Kim
Subject: Thank you for your Other Response or Document Submission

04/17/2024 01:49:08 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

10 LEYDI MORALES, individually, and on
11 behalf of other members of the general
12 public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorney Generals Act;

13 Plaintiff,

14 vs.

15 MASTROIANNI FAMILY ENTERPRISES
16 LTD., a California corporation; and DOES 1
through 100, inclusive,

17 Defendants.
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Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick, Department
CX104

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: October 14, 2022

1 Plaintiff Leydi Morales' ("Plaintiff") Motion for Preliminary Approval of Class Action
2 and PAGA Settlement ("Motion") came on regularly for hearing on October 24, 2024, the
3 Honorable Melissa R. McCormick presiding. Having reviewed Plaintiff's Motion and
4 accompanying declarations and exhibits, Plaintiff's Supplemental brief and accompanying
5 declarations and exhibits, and the supplemental Declaration of Tae Kim in support of the Motion
6 and accompanying exhibits, the Court hereby finds and orders as follows:

- 7 1. The Court preliminarily approves the following settlement terms:
 - 8 a. Settlement of this class and PAGA action for the gross settlement amount of
9 \$1,295,000;
 - 10 b. An award of attorneys' fees not to exceed \$453,250.00 (35% of
11 the gross settlement amount);
 - 12 c. An award of litigation costs not to exceed \$22,700.00 (not to exceed);
 - 13 d. An award of settlement administration costs not to exceed \$12,750.00; and
 - 14 e. An allocation of \$75,000.00 for PAGA penalties (\$56,250.00 to the Labor
15 Workforce Development Agency; \$18,750.00 to the aggrieved employees).

16 2. This Order hereby incorporates by reference the definitions in the Amended
17 Settlement Stipulation attached hereto as Exhibit "A", and all terms herein shall have the same
18 meaning as set forth in the Stipulation, as well as the Amendment to the Amended Settlement
19 Stipulation and accompanying Exhibit, which is attached hereto as Exhibit B. The Amended
20 Settlement Stipulation and Amendment to the Amended Settlement Stipulation are collectively
21 referred to as "Stipulation."

22 3. The Notice of Class Action and PAGA Settlement and Spanish
23 translation are attached hereto as Exhibit C; the Request for Exclusion and Spanish translation
24 are attached hereto as Exhibit D; the Objection Form and Spanish translation are
25 attached hereto as Exhibit E.

26 4. The Court finds on a preliminary basis that the Settlement memorialized in the
27 Stipulation appears to be fair, adequate and reasonable, and in the best interests of the absent

1 Class Members, and therefore meets the requirements for preliminary approval.

2 5. The Court provisionally certifies for settlement purposes only, the following
3 class: all current and former non-exempt employees of Defendant who worked for Defendant in
4 California from October 14, 2018, through October 23, 2023 ("Class Period"). The Court adopts
5 the definition of Aggrieved Employees and PAGA Period set forth in the Stipulation, which are
6 as follows:

7 a. Aggrieved Employees means all current and former non-exempt employees of
8 Defendant who worked in the State of California at any time during the PAGA
9 Period.

10 b. The PAGA Period is the period October 14, 2021 through October 23, 2023.

11 6. The Court preliminarily finds, for purposes of settlement only, that the class meets
12 the requirements for certification that: (1) the class is so numerous that joinder of all members is
13 impractical; (2) there are questions of law and fact that are common to the Settlement Class
14 Members which predominate over individualized issues; (3) Plaintiff's claims are typical of the
15 claims of the class; (4) Plaintiff and his counsel will fairly and adequately protect the interests of
16 the class; and (5) a class action is superior to other available methods for the fair and efficient
17 adjudication of the controversy.

18 7. The Court preliminarily finds that the settlement was the result of arm's length
19 negotiations conducted after adequate investigation of the claims at issue in this action.

20 8. The Court preliminarily appoints, for settlement purposes only, Plaintiff Leydi
21 Morales as class representative.

22 9. The Court preliminarily appoints, for settlement purposes only, Tae Kim and
23 Dawn Collins of Collins Kim, LLP and Arby Aiwarzian, Joanna Ghosh, and Brian J. St. John of
24 Lawyers for Justice, PC as Class Counsel.

25 10. The Court preliminarily appoints CPT Group as the Settlement Administrator to
26 administer the settlement pursuant to the terms of the Stipulation. The Claims Administrator is
27 instructed to administer the settlement in accordance with the Stipulation.

28 11. The Court approves as to form and content: (1) the Notice of Class Action and

1 Private Attorney General Act Settlement ("Class Notice"), which will include an estimate of the
2 number of workweeks worked during the Class Period as well as a statement as to how
3 Aggrieved Employees' individual portions of the PAGA Payment is calculated; (2) Notice of
4 Objection; and (3) Request for Exclusion ((1)-(3) collectively "Notice Packet"), and
5 accompanying Spanish translations of the foregoing documents. The Court finds the notice plan
6 as set forth in the Stipulation is the best means practicable under the circumstances for providing
7 notice to the Class Members and Aggrieved Employees, and when completed, shall constitute
8 due and sufficient notice of the class action, the proposed Settlement, and the final approval
9 hearing to all persons entitled to such notice.

10 12. The Court sets the following implementation schedule:

11 Deadline for Settlement Administrator to 12 mail Notice Packets to Class Members and Aggrieved Employees	November 7, 2024 (no more than 14 days after entry of the Preliminary Approval Order)
13 Deadline for Class Members to submit a 14 Notice of Objection or Request for Exclusion ("Response Deadline")	January 6, 2025 (60 days after Notices are mailed)
15 Deadline for Plaintiff to file a Motion for 16 Final Approval of Class Action Settlement, Respond to any Objections, and file 17 Declarations and Briefs in Support of Fee Award	February 19, 2025
18 Final Approval Hearing	March 13, 2025 at 2:00 p.m., Dept. CX104

19
20 13. The Court retains jurisdiction to enforce the settlement pursuant to California
21 Code of Civil Procedure section 664.6.

22 14. The Parties are ordered to carry out the Settlement according to the terms of the
23 Stipulation.

24 **IT IS SO ORDERED.**

25
26 Dated: December 12, 2024

27 

Melissa R. McCormick
Judge of the Superior Court

EXHIBIT A

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Tara Zabehi (SBN 314706)
Margaux Gundzik (SBN 340116)
3 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
4 Glendale, California 91203
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5 Tae Kim (SBN 210465)
tkim@collinskim.com
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7 dcollins@collinskim.com
8 **COLLINS KIM, LLP**
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10 *Attorneys for Plaintiff, Leydi Morales*

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13 **SCOTT & WHITEHEAD**
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14 Newport Beach, CA 92614
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15 *Attorney for Defendant, Mastroianni Family Enterprises, LTD*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
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19 LEYDI MORALES, individually, and on behalf
20 of other members of the general public similarly
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23 vs.

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through 100, inclusive,

26 Defendants.
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Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick,
Department CX104

**AMENDED SETTLEMENT
STIPULATION**

Complaint Filed: October 14, 2022

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1 6. “Class Notice” means the Notice of Pendency of Class Action Settlement and
2 Estimated Individual Settlement Payment, including a Request for Exclusion Form and Objection
3 Form (substantively in the form attached as **Exhibit 1**).

4 7. “Class Period” means the period from October 14, 2018, through October 23, 2023.

5 8. “Class Representative” means Leydi Morales, who will request to be appointed by
6 the Court as a representative of the Settlement Class Members.

7 9. “Class Representative Enhancement Award” means the amounts that the Court
8 authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payments, in recognition
9 of their effort and risk in assisting with the prosecution of the Action.

10 10. “Complete and General Release” means upon the Release Effective Date and in
11 consideration of the payment to the Class Representative of the incentive awards of \$7,500,
12 Plaintiff hereby releases, acquits, and forever discharges Released Parties, and each and all of
13 them, of and from any and all obligations, debts, claims, liabilities, demands, and causes of action
14 of every kind, nature and description whatsoever, whether or not now known, suspected or
15 claimed, which she ever had, now has, or may hereafter acquire by reason, accruing from the
16 beginning of time until the date that the final approval of the Settlement is granted, including all
17 claims, known or unknown. The foregoing release shall be effective as a bar to any and all claims
18 of any character, nature or kind, known or unknown, suspected or unsuspected specified herein.
19 Class Representatives expressly waive any and all rights and benefits conferred upon them by the
20 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
21 which are as follows: A general release does not extend to claims that the creditor or releasing
22 party does not know or suspect to exist in his or her favor at the time of executing the release and
23 that, if known by him or her, would have materially affected his or her settlement with the debtor
24 or released party. Specifically excluded from this release, are any claims Plaintiff may have
25 arising out of or related to pregnancy disability discrimination or associated leaves of absence,
26 including but not limited to disability, pregnancy, and/or sex/gender discrimination, harassment,
27 and or retaliation claims under California’s Fair Employment and Housing Act, the Pregnancy
28 Disability Leave Law Act, and/or the California Family Rights Act, and claims for failure to

engage in the interactive process, and failure to accommodate, as well as any claims for workers compensation, or other claims that cannot be waived by law.

11. "Court" means the Orange County Superior Court.

12. "Defendant" means Mastroianni Family Enterprises, LTD.

13. "Defense Counsel" means Scott & Whitehead.

14. "Effective Date" means either (a) the date sixty (60) days after the entry of the Final Judgment and Order finally approving the Settlement, if no motion for reconsideration and no appeal or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order is filed, the day sixty (60) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise and the Settlement has not been materially modified. A "material modification" shall not include any change to the Class Counsel Award, Class Representative Enhancement Award, or amount awarded for Settlement Administration Costs. Notice of Final Judgement and Order will be posted on a settlement website.

15. "Gross Settlement Amount" means \$1,295,000.00 (ONE MILLION TWO HUNDRED NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS).

16. "Individual PAGA Payment" means the amount payable from the PAGA Payment to each Aggrieved Employee.

17. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member who does not submit a valid Request for Exclusion from this Settlement.

18. "Net Settlement Amount" means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs.

19. "Notice of Objection" means a Settlement Class Member's signed, written request objecting to the Settlement, in the form attached hereto as **Exhibit 2**.

1 20. “PAGA Payment” means the \$75,000.00 (SEVENTY FIVE THOUSAND
2 DOLLARS AND ZERO CENTS) that the Parties have agreed to pay for the PAGA Released
3 Claims, which includes both the payment to be made to the Labor and Workforce Development
4 Agency (“LWDA”) in connection with the California Labor Code Private Attorneys General Act
5 of 2004 (Cal. Lab. Code §§ 2298, *et seq.*, “PAGA”), and the individual PAGA payment allocated
6 to each Aggrieved Employee.

7 21. “PAGA Period” is deemed to be any time during the period of October 14, 2021 to
8 October 23, 2023.

9 22. “PAGA Released Claims” by the Aggrieved Employees upon the Release Effective
10 Date will include and mean any and all PAGA claims that Plaintiff alleged against the Released
11 Parties, on behalf of Aggrieved Employees, based on the facts stated in the Complaint and in
12 Plaintiff’s LWDA notice letter, which include PAGA claims seeking civil penalties that are
13 premised upon: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure
14 to provide compliant meal periods and pay required meal period penalties; (d) failure to provide
15 compliant rest periods and pay required rest period penalties; (e) failure to reimburse business
16 expenses; (f) failure to timely pay wages each period and upon separation of employment; (g)
17 failure to provide accurate itemized wage statements; and (h) all other claims for civil penalties
18 recoverable under the Private Attorneys General Act Labor Code § 2698 *et seq.*, based on the
19 claims alleged in the Complaint and the LWDA notice letter. The PAGA Released Claims do not
20 release any Aggrieved Employee’s claims for wages or statutory penalties.

21 23. “Participating Class Member” means any Settlement Class Member who does not
22 opt out of the Settlement by submitting a valid and timely Request for Exclusion.

23 24. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
24 Plaintiffs or Defendant.

25 25. “Payment Ratio” means the respective Total Workweeks Worked for each
26 Settlement Class Member divided by the sum of Total Workweeks Worked for all Settlement
27 Class Members.

28 26. “Plaintiff” and “Class Representatives” means Leydi Morales.

1 27. "Preliminary Approval Order" means the date upon which the Court grants
2 Plaintiff's Motion for Preliminary Approval.

3 28. "Release Effective Date" means the date Defendant has provided the Gross
4 Settlement Amount to the Settlement Administrator.

5 29. "Released Claims" for Participating Class Members other than Plaintiffs means any
6 and all claims, causes of action, rights, liabilities, penalties, demands, damages, debts, accounts,
7 duties, Costs (other than those Costs required to be paid pursuant to this Settlement Agreement),
8 against the Released Parties that are pled in the Operative Complaint and that arise from the facts
9 alleged in Plaintiffs' Operative Complaint during the Class Period. Specifically, this includes
10 Defendant's alleged violation of the California Labor Code for, *inter alia*, failure to pay overtime
11 and minimum wages, provide meal and rest periods and associated premium payments, timely pay
12 wages during employment and upon termination, provide compliant wage statements, maintain
13 complete and accurate payroll records, and reimburse necessary business-related expenses, as well
14 as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide
15 meal and rest periods, failure to issue accurate itemized wage statements, and Defendant's alleged
16 unfair business practices in violation of California Business and Professions Code sections 17200,
17 *et seq.* stemming from the foregoing alleged California Labor Code violations. Class Member's
18 Released Claims will be effective upon Defendant's providing the Gross Settlement Amount to
19 the Settlement Administrator.

20 30. "Released Parties" means Defendant Mastroianni Family Enterprises, LTD.

21 31. "Request for Exclusion" means the Form attached hereto as **Exhibit 3**, and means
22 a Settlement Class Member's signed, written request to be excluded or "opt out" of the Settlement.

23 32. "Response Deadline" means the date sixty (60) calendar days after the Settlement
24 Administrator mails the Notice of Settlement to Settlement Class Members and the last date on
25 which Settlement Class Members may postmark written Requests for Exclusion of a Notice of
26 Objection the Settlement. For Settlement Class Members who are sent re-mailed Class Notices
27 or who submit a dispute, the "Extended Response Deadline" shall mean fifteen (15) calendar days
28 from the date the Settlement Administrator re-mails the Notice of Settlement to Class Members.

1 The Extended Response Deadline is the last date on which Settlement Class Members who are
2 sent re-mailed Class Notices may postmark written Requests for Exclusion or a Notice of
3 Objection to the Settlement.

4 33. "Settlement" means the disposition of the Action pursuant to this Agreement.

5 34. "Settlement Administration Costs" means the amount to be paid to the Settlement
6 Administrator from the Gross Settlement Amount for administration of the Settlement.

7 35. "Settlement Administrator" means CPT Group, the entity agreed to by the Parties,
8 subject to Court approval, which will perform the duties of, among other things: (i) mailing the
9 Notice Packet to Class Members; (ii) tracking returned Opt-Out Forms and Objection Forms; (iii)
10 notifying the Parties of determinations regarding contested Objection Forms and Opt-Out Forms
11 consistent with this Agreement; (iv) issuing payments; and, (v) completing any required tax
12 paperwork. The Parties each represent that they do not have any financial interest in the Settlement
13 Administrator or otherwise have a relationship with the Settlement Administrator that could create
14 a conflict of interest.

15 36. "Settlement Class Members" means all current and former non-exempt employees
16 of Defendant who worked for Defendant in California during the relevant PAGA and/or Class
17 Period.

18 37. "Total Workweeks Worked" means the number of workweeks worked by
19 Settlement Class Members during the Class Period.

20 38. "Void Date" means the date by which any checks issued to Participating Class
21 Members shall become void (i.e. the 181st day after mailing).

22 **RECITALS**

23 39. On October 14, 2022, Plaintiff filed the instant putative class action lawsuit
24 against Defendant on behalf of all current and former non-exempt employees who worked for
25 Defendant within the State of California since October 14, 2018 ("Complaint"). Plaintiff had
26 previously, on August 10, 2022, provided written notice by certified mail to the Labor
27 Workforce Development Agency and Defendant of the specific provisions of the California
28 Labor Code that Plaintiff asserted Defendant violated ("PAGA Letter"),

1 40. On December 2, 2022, Defendant filed its Answer to the Complaint.

2 41. Plaintiff served an initial round of written discovery on Defendant on January 5,
3 2023. Thereafter, the Parties agreed to mediate this Action, stay formal discovery, and exchange
4 informal discovery in advance of mediation. After reviewing documents regarding Defendant's
5 wage-and-hour policies and practices, and analyzing Defendant's time and pay records, Class
6 Counsel was able to evaluate the risks of continued litigation and prepared damages
7 models/analysis prior to mediation. Class Counsel also investigated the applicable law
8 regarding the claims and defenses asserted in the litigation.

9 42. On June 8, 2023, the Parties participated in a full day, private mediation with
10 Kristin Rizzo, an experienced class action mediator. After lengthy negotiations, Ms. Rizzo
11 ultimately tendered a mediator's proposal to the Parties, which the Parties ultimately accepted.
12 The material terms of the settlement proposal are encompassed within this Settlement
13 Agreement.

14 43. Plaintiffs and her counsel believe this Litigation is meritorious based on
15 applicable law or an extension thereof. Based on investigation and evaluation, Class Counsel
16 believes the Settlement is fair, reasonable, and adequate and is in the best interests of the
17 Settlement Class Members in light of all known facts and circumstances, including the risk of
18 significant delay, the defenses that could be asserted by Defendant both to certification and on
19 the merits, trial risk, and appellate risk.

20 44. Defendant has also actively investigated the facts surrounding the claims brought
21 by Plaintiffs on behalf of the putative class, and actively and aggressively defended themselves
22 from said claims. Defendant denies any liability or wrongdoing of any kind associated with the
23 claims alleged. Defendant further asserts that it has complied with all applicable provisions of
24 California statutory and common law and have a good faith belief based on existing law that its
25 practices were, and are, in compliance.

26 45. Final Approval of this Settlement shall, as more specifically discussed herein,
27 resolve all claims which were or reasonably could have been alleged in the Complaint, with the
28 exception of any claims which might be retained by the respective Settlement Class Members

1 who exclude themselves from the Settlement. The Parties agree to cooperate and take all steps
2 necessary and appropriate to obtain preliminary and final approval of this Settlement, and to
3 effectuate its terms.

4 46. Each of the forgoing Recitals is incorporated into this Agreement as if fully set
5 forth in the body of the Agreement.

6 **TERMS OF SETTLEMENT**

7 47. Class Certification. The Parties stipulate and agree to the certification of this
8 Action for purposes of this Settlement only. The Parties further stipulate and agree to the
9 appointment of Plaintiffs as Class Representatives and the appointment of Plaintiff's Counsel as
10 Class Counsel, for purposes of this Settlement only. Should the Settlement not become final and
11 effective as herein provided, class certification shall immediately be set aside and the Settlement
12 Class immediately decertified. The Parties' willingness to stipulate to class certification as part
13 of the Settlement shall have no bearing on, and shall not be admissible in or considered in
14 connection with, the issue of whether a class should be certified in a non-settlement context in this
15 Action and shall have no bearing on, and shall not be admissible or considered in connection with,
16 the issue of whether a class should be certified in any other lawsuit.

17 48. Settlement Consideration.

18 a. Defendant's total monetary obligation under this Settlement is the Gross Settlement
19 Amount of \$1,295,000.00. This is an "all in" number that includes, without limitation, all
20 monetary benefits and payments for the Settlement Class Members, the Class Representative
21 Enhancement Awards, the Class Counsel Award, the PAGA Payment, the Settlement
22 Administration Costs, and all other claims for interest, fees and costs. Under no circumstances
23 shall Defendant be required to pay anything more than the Gross Settlement Amount, except that
24 Defendant will separately pay the employer payroll taxes due for the wage payments under this
25 Settlement. In no event shall Defendant be liable for making any payments under this Settlement,
26 or for providing any relief to the Settlement Class Members, before the Effective Date of this
27 Agreement. This is a non-reversionary settlement.

28 b. Plaintiff will pursue a Class Representative Enhancement Award in the amount of

1 \$7,500.00. Defendant agrees not to oppose Plaintiff's application for such enhancement award.
2 The Class Representative Enhancement Award awarded by the Court shall be paid from the Gross
3 Settlement Amount. If the Court awards less than the full Class Representative Enhancement
4 Award, then the unawarded funds shall become part of the Net Settlement Amount to be
5 distributed to Participating Class Members.

6 c. Plaintiff agrees to seek Class Counsel Awards and costs from the Court not to exceed 35%
7 of the Gross Settlement Amount (\$453,250.00) for fees and \$26,700.00 for costs, allocated as
8 follows:

9 i. \$316,912.50 to CollinsKim, LLP (up to \$294,612.50 in fees plus up
10 to \$22,800 in costs)

11 ii. \$162,537.50 to Lawyers for Justice, PC (up to \$158,637.50 in fees
12 plus up to \$3,900 in costs)

13 Defendant agrees not to oppose Plaintiff's application for such a Class Counsel Award.
14 Any Class Counsel Awards awarded by the Court shall be paid from the Gross Settlement Amount.
15 If the Court awards less than the full Class Counsel Awards, then the unawarded funds shall
16 become part of the Net Settlement Amount to be distributed to Participating Class Members.

17 d. Plaintiffs agree to seek a PAGA Payment of \$75,000. 75% of the PAGA Payment shall be
18 paid to the Labor and Workforce Development Agency, and the remaining 25% shall be paid to
19 the Aggrieved Employees on a pay period basis, which will be treated entirely as civil penalties
20 and shall be reported as required on an IRS form 1099. Defendant agrees not to oppose Plaintiff's
21 request for the PAGA Payment or to oppose the 75%/25% allocation of the PAGA Payment. The
22 PAGA Payment shall be paid from the Gross Settlement Amount. If the Court awards less than
23 the full PAGA Payment, then the unawarded funds shall become part of the Net Settlement
24 Amount to be distributed to Participating Class Members. Class Counsel shall give proper notice
25 to the LWDA of the Settlement.

26 e. The Settlement Administrator agrees that its expenses to administer the Settlement shall
27 not exceed \$18,900. The Settlement Administration Costs shall be paid from the Gross Settlement
28 Amount. Any Settlement Administration Costs not actually incurred by the Settlement

1 Administrator shall become part of the Net Settlement Amount to be distributed to Participating
2 Class Members. In the event the Release Effective Date does not occur, any portion of the
3 Settlement Administrator costs already incurred by the Settlement Administrator shall be paid by
4 Plaintiff and Defendant equally. However, if Defendant elects to terminate the Settlement
5 pursuant to Paragraph 50.b. below, then Defendant shall be responsible for all reasonable
6 Settlement Administrator Costs incurred by the Settlement Administrator as of that date. Any
7 dispute relating to the Settlement Administrator's ability and need to perform its duties shall be
8 referred to the Court if it cannot be resolved by the Parties. The Settlement Administrator shall
9 regularly and accurately report to the Parties, in written form when requested, on the substance of
10 the work performed. If the claims administration costs are less than the approved amount, then the
11 remaining funds shall become part of the Net Settlement Amount to be distributed to Participating
12 Class Members.

13 f. The Individual Settlement Payments shall be calculated on a pro-rata, workweeks worked
14 basis. Specifically, the Payment Ratio for each Participating Class Member will be multiplied by
15 the Net Settlement Amount to yield the Individual Settlement Payment amount.

16 g. The Settlement Administrator shall calculate the Individual Settlement Payments based on
17 the Class Information provided to the Settlement Administrator by Defendant. The Settlement
18 Administrator shall allocate 15% of each Individual Settlement Payment to settlement of wage
19 claims, 45% of each Individual Settlement Payment to settlement of claims for statutory penalties,
20 and 40% of each Individual Settlement Payment to interest.

21 h. In exchange for the consideration provided by Defendant, Plaintiff, individually, and on
22 behalf of her heirs, estates, trustees, executors, administrators, representatives, agents, successors
23 and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree
24 to provide the Complete and General Release of the Released Parties.

25 i. In exchange for the consideration provided by Defendant, Participating Class Members,
26 individually and on behalf of their heirs, estates, trustees, executors, administrators,
27 representatives, agents, successors, and assigns, and anyone claiming through them or acting or
28 purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant

1 not to sue each and all of the Released Parties for the Participating Class Members' Released
2 Claims.

3 j. In exchange for the consideration provided by Defendants, Aggrieved Employees shall
4 completely release and discharge the Released Parties from the PAGA Released Claims for the
5 PAGA Period.

6 k. As of the Release Effective Date, Plaintiff and Participating Class Members shall be
7 permanently barred and enjoined from initiating, asserting, or prosecuting against the Released
8 Parties in any federal or state court or tribunal any and all claims released under this Settlement.

9 49. Preliminary Approval.

10 a. Upon execution of this Amended Settlement Agreement, Plaintiff shall submit a
11 supplemental declaration in support of the motion for preliminary approval of the Settlement to the
12 Court.

13 b. The Parties stipulate to the form of, and agree to submit to the Court for its consideration,
14 this Settlement Agreement and the Notice of Pendency of Class Action Settlement and Estimated
15 Individual Settlement Payment (**Exhibit 1**), the Objection Form (**Exhibit 2**), and the Request for
16 Exclusion Form (**Exhibit 3**).

17 c. The Proposed Order shall:

18 i. Conditionally certify the Class and the Class Claims;

19 ii. Conditionally appoint Plaintiff and Class Counsel as representatives and of the
20 Settlement Class;

21 iii. Appoint CPT Group as the Settlement Administrator, and order the Settlement
22 Administrator to provide notice of the settlement as outlines below;

23 iv. Confirm that the procedure for distributing the Class Notice (discussed below) (i)
24 constituted the best practicable notice; (ii) constituted notice that was reasonably
25 calculated, under the circumstances, to apprise Class Members of the pendency of
26 the Action, and their right to exclude themselves from or object to the proposed
27 settlement and to appear at the Final Approval Hearing; (iii) was reasonable and
28 constituted due, adequate, and sufficient notice to all persons entitled to receive

notice; and (iv) met all applicable requirements of due process, and any other applicable rules or law;

v. Order that the preliminary approval of the Settlement, certification of the Settlement Class Members and the Class Claims, and all actions associated with them, are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated or disapproved in whole or in part by the Court, or any appellate court and/or other court of review in which event the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or the certifiability of a litigation class or the appropriateness of maintaining a representative action.

d. The motion for preliminary approval shall request: that the Final Approval Hearing and any determination on the request for a Class Counsel Award and Class Representative Enhancement Awards be set no earlier than twenty-one (21) days after the Exclusion/Objection deadline; that Plaintiff be permitted to file her motion for final approval no later than fourteen (14) days before the Final Approval Hearing.

e. At the same time that Plaintiff files her motion for preliminary approval, Class Counsel will notify the LWDA that the Parties have filed a motion for preliminary approval of settlement of a PAGA claim.

50. Procedure for Providing Notice of Settlement.

a. Defendant has already provided the Settlement Administrator with the Class Information for purposes of sending the Class Notice to Class Members.

b. No more than fourteen (14) calendar days after the Court's approval of Plaintiff's Motion for Preliminary Approval, the Settlement Administrator shall send the Class Notice to the Class Members via U.S. Mail.

c. The Class Notice will inform Class Members that, unless they request to be excluded from the Settlement, they will become Participating Class Members; they will receive Individual Settlement Payments under the Agreement; and they are bound by the release of the Participating

1 Class Members' Released Claims. The Class Notice and all accompanying documents will be in
2 English and translated into Spanish. The Class Notice will also identify the website url for the
3 settlement website where Class Members may obtain additional information about the settlement.

4 d. The Class Notice will inform Class Members of their right to request exclusion from the
5 Settlement and the procedure for doing so.

6 e. The Class Notice will inform Class Members of their right to object to the Settlement and
7 the procedure for doing so.

8 f. The Class Notice shall include a statement as to the number of workweeks worked during
9 the Class Period attributable to the Class Member as well as an explanation for how the workweeks
10 worked will be used to calculate the Individual Settlement Payments. The Class Notice shall also
11 include a statement as to how the Aggrieved Employee's individual's portion of the PAGA
12 Payment was calculated.

13 g. Prior to mailing the Class Notice, the Settlement Administrator shall process the Class
14 Information list against the National Change of Address ("NCOA" Database maintained by the
15 United States Postal Service ("USPS")). It shall be conclusively presumed that if the Notice Packet
16 is not returned as "undeliverable," the Settlement Class Member received the Notice Packet.

17 h. With respect to Notice Packets that are returned as undeliverable, if a forwarding address
18 is provided by the USPS, the Settlement Administrator shall re-mail the Notice Packet within three
19 (3) business days. If a Notice Packet is "undeliverable" and no forwarding address is provided,
20 the Settlement Administrator shall employ standard skip-tracing to obtain updated address
21 information and shall re-mail the Notice Packet to those Settlement Class Members. All re-
22 mailings to skip-traced Settlement Class Members shall be promptly performed during the notice
23 and opt-out period and must be completed no later than ten (10) days prior to the Response
24 Deadline.

25 i. To the extent that Class Counsel becomes aware of new contact information for any
26 Settlement Class Member, Class Counsel shall promptly communicate that information to the
27 Settlement Administrator. Within two (2) business days of receiving such information, the
28 Settlement Administrator shall cause a Notice Packet to be mailed to the Settlement Class

1 Member's updated address.

2 j. The Parties agree that the procedures set forth in this Section comply with all due process
3 requirements, constitutes reasonable and the best practicable notice under the circumstances, and
4 constitute an appropriate and sufficient effort to locate current addresses for Class Members such
5 that no additional efforts to do so shall be required. Any Class Members who fail to receive the
6 Notice of Settlement after these procedures have been followed will nonetheless be bound by this
7 Settlement.

8 k. At least twenty-one (21) days before the Final Approval Hearing, the Settlement
9 Administrator shall provide a declaration of due diligence confirming: its dissemination of the
10 Class Notice in accordance with the notice procedures of this Agreement; all attempts by the
11 Settlement Administrator to locate Class Members; the number of delivered and undeliverable
12 Class Notices; the number of objections received (and copies of same); and the number of requests
13 for exclusion received (but not copies of same). Class Counsel shall be responsible for filing the
14 due diligence declaration with the Court.

15 51. Workweeks Worked Disputes and Distribution

16 a. Each Settlement Class Member will have the opportunity, should they disagree with
17 Defendant's records regarding the number of Workweeks credited to them during the applicable
18 Settlement Class Period and pay periods during the PAGA Period as stated in the Notice, to
19 provide documentation and/or an explanation postmarked or to be received by the Settlement
20 Administrator by the Response Deadline in support of his or her claim of a different number of
21 Workweeks and/or pay periods. If there is a dispute related to the number of Class Period
22 workweeks or PAGA pay periods, the Settlement Administrator will consult with Class Counsel
23 and Defendant's counsel to determine whether an adjustment is warranted. The Settlement
24 Administrator will provide an initial resolution to any dispute related to the number of Class Period
25 workweeks or PAGA pay periods, which will be subject to review by the Court. If the Settlement
26 Administrator is unable to resolve a dispute related to the number of Workweeks, the Parties will
27 submit the dispute to the Court for resolution.
28

1 b. Within fifteen (15) business days of the Response Deadline, the Settlement Administrator
2 shall provide a spreadsheet to Class Counsel and to Defendant's Counsel that contains information
3 sufficient to determine: the amount proposed to be paid to each Participating Class Member and
4 Aggrieved Employee, and the names, addresses, and last four digits of the Social Security
5 Numbers of any Settlement Class Members who opted-out of the Settlement. The Settlement
6 Administrator will keep originals, including postmarked envelopes of all documents associated
7 with disputes over the credited Workweeks and make copies of them available to Defendant and/or
8 Class Counsel upon reasonable request.

9 c. Defendant will provide the Settlement Administrator with the Gross Settlement Amount
10 by bank wire within fourteen (14) calendar days of the Effective Date. The Settlement
11 Administrator will maintain the funds in an account that enables the funds to accrue interest.
12 Within five (5) calendar days from receipt of the funds, the Settlement Administrator shall then
13 disburse the funds under the Settlement, as approved by the Court.

14 d. Class Counsel shall deliver to the Settlement Administrator written instructions that
15 describe the manner and mode of payment of such Attorneys' Fees and Costs, and a fully-executed
16 Form W-9 with respect to the entity(ies) to whom the Attorneys' Fees and Costs shall be paid.
17 The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for such amounts
18 paid for attorneys' fees under this Settlement. Notwithstanding the foregoing, Class Counsel shall
19 not apply for, and shall not be awarded, attorneys' fees and/or costs in any amounts that are in
20 excess of the amounts set forth in this Agreement.

21 e. Payments to Participating Class Members, Aggrieved Employees, Class Counsel, the Class
22 Representatives, and the California Labor and Workforce Development Agency shall be made by
23 the Settlement Administrator within five (5) calendar days from the Settlement Administrator's
24 receipt of the Gross Settlement Amount from Defendant. The claims administrator shall conduct
25 a skip trace on any checks that are returned as undeliverable.

26 f. The Settlement Administrator shall be responsible for calculating and timely paying any
27 and all payroll tax deductions to be withheld from the portion of the Individual Settlement
28 Payments apportioned as wages to the appropriate tax authorities, as required under this

1 Agreement and applicable law. This includes any and all applicable taxes, whether traditionally
2 the responsibility of employer or employee. The Settlement Administrator's responsibilities
3 include the following: (a) filing all Federal, state and local employment tax returns, tax
4 withholding returns, and any other tax returns associated with the taxes, (b) timely and proper
5 filing of all required Federal, state and local information returns (e.g., 1099s, W-2s, etc.) with the
6 appropriate taxing authorities, and (c) completion of any other steps necessary for compliance
7 with any tax obligations of the settlement fund under Federal, state and/or local law. To verify the
8 Settlement Administrator's compliance with the foregoing withholding and reporting
9 requirements, as soon as administratively practicable, the Settlement Administrator shall furnish
10 Class Counsel and Defendant's Counsel with copies of all filed tax returns and information returns
11 (including all 1099 and W-2 information returns) upon request, and a final accounting adequate
12 to demonstrate full compliance with all tax withholding, payment, deposit and reporting
13 obligations.

14 f. Each party to this Agreement acknowledges and agrees that (1) no provision of this
15 Agreement, and no written communication or disclosure between or among the Parties or their
16 attorneys and other advisers, is or was intended to be, nor shall any such communication or
17 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
18 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging
19 Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisers for
20 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
21 Agreement based upon the recommendation of any other party or any attorney or advisor to any
22 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
23 or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging
24 Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects
25 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
26 limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or
27 tax structure of any transaction, including any transaction contemplated by this Agreement.
28

1 g. Notice of entry of final judgement will be provided to the Class Members through the
2 settlement website.

3 52. Procedure for Requesting Exclusion.

4 a. Class Members who wish to exclude themselves from (or “opt out” of) the Settlement must
5 submit timely, written requests for exclusion. To be effective, the request for exclusion must
6 submitted on the Request for Exclusion Form or sending a written exclusion request in similar
7 form, which must include: the Class Member’s name, address, and telephone number; the name
8 and case number of this case; a clear and unequivocal statement that the individual wishes to be
9 excluded from the Settlement; and the Class Member’s signature, either of which must be
10 postmarked by the Response Deadline. The date of the postmark on the envelope containing the
11 request for exclusion shall be the exclusive means used to determine whether a request for
12 exclusion has been timely submitted. Requests for exclusion must be exercised individually by a
13 Class Member. Attempted collective group, class, or subclass requests for exclusions shall be
14 ineffective and disregarded by the Settlement Administrator.

15 b. If more than 10% of Class Members opt out of the Settlement, Defendant at its sole and
16 absolute discretion may elect to rescind and revoke the entire Settlement Agreement by sending
17 written notice to Class Counsel that it revokes the Settlement within 30 days after expiration of
18 the opt out period.

19 c. All Class Members who do not opt out shall be bound by this Agreement, and all of their
20 claims shall be dismissed with prejudice and released as provided for herein.

21 d. Notwithstanding the submission of a timely request for exclusion, Class Members will still
22 be bound by the settlement and release of the PAGA Claims or remedies under the Judgment
23 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009) and will receive their portion of the
24 PAGA Payment.

25 53. Procedure for Objecting.

26 a. Settlement Class Member who does not opt out of the Settlement and wishes to object to
27 the Settlement may either present their objection at the Final Approval Hearing or submit to the
28 Settlement Administrator a timely and valid Objection Form or written brief or statement of

1 objection (together, "Objection"). The Objection must: (1) state the full name of the Participating
2 Class Member; (2) be signed by the Participating Class Member; and (3) be postmarked by the
3 Response Deadline and returned to the Settlement Administrator at the address specified on the
4 Notice. With the motion for final approval, Plaintiffs will present a full report to the Court on all
5 exclusions and objections received. Settlement Class Members who validly opt-out of the
6 Settlement may not submit an Objection to the Settlement and any Objection they submit will not
7 be valid.

8 b. Class Members who object to the proposed Settlement shall remain Settlement Class
9 Members and shall be deemed to have voluntarily waived their right to pursue an independent
10 remedy against Defendant and the Released Parties. To the extent any Class Member objects to
11 the Settlement, and such objection is overruled in whole or in part, those Class Members will be
12 forever bound by the Final Approval order and Judgment.

13 54. Motion for Final Approval

14 a. Promptly after the Exclusion/Objection Deadline, Plaintiff shall file a motion requesting
15 final approval of the Settlement, the entry of which is a material condition of this Settlement.

16 b. The Final Approval Order shall adjudge that, among other things:

17 i. The Settlement Administrator has fulfilled its initial notice and reporting duties under
18 the Settlement and that the Class Notice: (i) constituted the best practicable notice; (ii)
19 constituted notice that was reasonably calculated, under the circumstances, to apprise
20 Settlement Class Members of the pendency of the Action, and their right to exclude
21 themselves from or object to the proposed settlement and to appear at the Final
22 Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient
23 notice to all persons entitled to receive notice; and (iv) met all applicable requirements
24 of due process, and any other applicable rules or law.

25 ii. The Settlement as fair, reasonable, and adequate;

26 iii. Plaintiff and Class Counsel may adequately represent the Class Members for the
27 purpose of entering into and implementing the Settlement;
28

- 1 iv. The Settlement Administrator is to execute the distribution of proceeds pursuant to the
2 terms of this Settlement;
- 3 v. The Final Approval Order and Judgment of dismissal shall be final and entered
4 forthwith;
- 5 vi. Without affecting the finality of the Final Approval Order and Judgment, the Court
6 retains continuing jurisdiction over Plaintiff, Defendant, and the Class Members as to
7 all matters concerning the administration, consummation, and enforcement of this
8 Settlement Agreement;
- 9 vii. As of the Final Approval Date, the Plaintiff, Participating Class Members, and their
10 legally authorized representatives, heirs, estates, trustees, executors, administrators,
11 principals, beneficiaries, representatives, agents, assigns, and successors, and/or
12 anyone claiming through them or acting or purporting to act for them or on their behalf,
13 regardless of whether they have received actual notice of the proposed Settlement, have
14 conclusively compromised, settled, discharged, and provided: the Complete and
15 General Release (in the case of Plaintiff); and the release of Released Claims (in the
16 case of the Participating Class Members) against Defendant and the Released Parties,
17 and are bound by the provisions of the Settlement;
- 18 viii. Notwithstanding the submission of a timely request for exclusion, Class Members are
19 still bound by the settlement and release of the PAGA Claims or remedies under the
20 Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests for
21 exclusion do not apply to the PAGA Claims, and further affirms that the State's claims
22 for civil penalties pursuant to PAGA are also extinguished;
- 23 ix. This Settlement Agreement and the Final Approval order and Judgment to be binding
24 on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or
25 other proceedings that encompass Plaintiff's and Settlement Class Members' claims
26 released herein, and that are maintained by or on behalf of Plaintiff and the Settlement
27 Class Members and/or their heirs, estates, trustees, executors, administrators,
28

principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf;

- x. Plaintiff and the Settlement Class Members are permanently barred from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on the claims released herein;
- xi. The Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued; provided, however, that reference may be made to this Settlement in such proceedings as may be necessary to effectuate the provisions of this Settlement;
- xii. The Action is dismissed with prejudice;
- xiii. The Parties, without further approval from the Court, are authorized to agree to and adopt such amendments, modifications, and expansions of this Agreement, including all Exhibits hereto, as (i) shall be consistent in all material respects with the Final Approval order; (ii) do not limit the rights of Participating Class Members; and (iii) contains such other and further provisions consistent with the terms of this Settlement Agreement to which the Parties expressly consent in writing.

c. At the Final Approval Hearing, Class Counsel may also request entry of an Order approving the Class Counsel Award and the Class Representative Enhancement Awards to Plaintiff. Any such Class Counsel Award or Class Representative Enhancement Award shall be paid exclusively from the Gross Settlement Amount. In no event shall any Released Party otherwise be obligated to pay for any attorneys' fees and expenses or Class Representative Enhancement Awards. The disposition of Class Counsel's application for a Class Counsel Award, and for Class Representative Enhancement Awards, is within the sound discretion of the Court and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement

1 Agreement that such application be granted. Any disapproval or modification of such application
2 by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any
3 of the Parties with the right to terminate the Settlement Agreement, or (iii) increase the
4 consideration any Released Party pays in connection with the Settlement. Released Parties shall
5 have no liability to Plaintiffs or Class Counsel arising from any claim regarding the division of
6 any attorneys' fee/litigation cost award between and among Class Counsel.

7 d. If any portion of the Net Settlement Amount cannot be evenly distributed to the Settlement
8 Class Members, or if any the Individual Settlement Payments are not cashed after the Void Date,
9 then within thirty (30) days after the Void Date, the Settlement Administrator shall void the checks
10 and shall pay such unallocated and unclaimed funds to the California State Controller's Office in
11 the name of the Class Member.

12 e. Upon completion of administration of the Settlement, the Settlement Administrator will
13 provide a written declaration under oath to certify such completion to the Court and counsel for
14 all Parties. Class Counsel shall file the declaration with the Court to confirm full satisfaction of
15 the Settlement.

16 f. Participating Class Members are not eligible to receive any compensation other than the
17 Individual Settlement Payment.

18 g. The Individual Settlement Payments cashed by Participating Class Member shall be
19 reported by the Settlement Administrator to the applicable governmental authorities on IRS Forms
20 W-9 and/or 1099 (if required). The Parties agree all Individual Settlement Payments will be
21 allocated as follows: 15% to settlement of wage claims; 45% to settlement of claims for statutory
22 penalties; and 40% to settlement of claims for interest. The portions allocated to the Class
23 Representative Enhancement Award shall be reported on IRS Form 1099s by the Settlement
24 Administrator. The Settlement Administrator shall be responsible for issuing copies of all IRS
25 Forms for the Plaintiffs and Participating Class Members.

26 h. Payments and tax reporting by the Settlement Administrator in the manner described above
27 shall be deemed conclusive of compliance with this Settlement Agreement as to all Participating
28 Class Members. No Participating Class Members shall have any claim against the Plaintiff, Class

1 Counsel, Defendant, Defendant's counsel or the Settlement Administrator for distributions made
2 substantially in accordance with this Settlement Agreement and/or orders of the Court. No
3 Participating Class Members shall have any claim against Defendant, the Released Parties or Class
4 Counsel relating to distributions made under this Settlement.

5 55. Effect of Disapproval, Cancellation or Termination of Settlement Agreement.

6 a. If the Court does not approve the Settlement as set forth in this Settlement Agreement, or
7 if the Court enters the Judgment and appellate review is sought, and on such review, the entry of
8 Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not
9 otherwise become Final, then this Settlement Agreement shall be cancelled and terminated, unless
10 all Parties, in their sole discretion within thirty (30) days from the date such ruling becomes final,
11 provide written notice to all other Parties hereto of their intent to proceed with the Settlement
12 under the terms of the Judgment as it may be modified by the Court or any appellate court.

13 b. In the event that: (i) the Settlement is not approved, is overturned, or is materially modified
14 by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement
15 Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the
16 Parties stipulate and agree the Settlement, the Class Information, and all documents exchanged
17 and filed in connection with the Settlement shall be treated as inadmissible mediation
18 communications under Cal. Evid. Code §§ 1115 et seq., (b) the Settlement shall be without force
19 and effect upon the rights of the Parties hereto, and none of its terms shall be effective or
20 enforceable, with the exception of this Paragraph, which shall remain effective and enforceable;
21 (c) the Parties shall be deemed to have reverted to their respective status prior to execution of this
22 Agreement; (d) all Orders entered in connection with the Settlement, including the certification of
23 the California Settlement Class Members and the California Class Claims, FLSA Settlement
24 Collective Members and FLSA Collective Claims, shall be vacated without prejudice to any
25 Party's position on the issue of class certification, the issue of amending the complaint, or any
26 other issue, in this Action or any other action, and the Parties shall be restored to their litigation
27 positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in
28 all respects as if the Settlement Agreement and related documentation and orders had not been

1 executed, and without prejudice in any way from the negotiation or fact of the Settlement or the
2 terms of the Settlement Agreement. The Settlement, all documents, orders, and evidence relating
3 to the Settlement, the fact of their existence, any of their terms, any statement or report concerning
4 the Settlement Agreement, its existence, or their terms, any negotiations, proceedings, acts
5 performed, or documents executed pursuant to or in furtherance of the Settlement Agreement shall
6 not be admissible in any proceeding, and shall not be offered, received, or construed as evidence
7 of a presumption, concession, or an admission of liability, of unenforceability of any arbitration
8 agreement, of the certifiability of a litigation class, or otherwise used by any Person for any
9 purpose whatsoever, in any trial of this Action or any other action or proceedings.

10 56. Additional Provisions

11 a. All of the Exhibits to this Agreement are an integral part of the Settlement and are
12 incorporated by reference as though fully set forth herein.

13 b. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar
14 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
15 legal holiday, such date or deadline shall be on the first business day thereafter.

16 c. This Agreement supersedes all prior negotiations and agreements and may be amended or
17 modified only by a written instrument signed by counsel for all Parties or the Parties’ successors-
18 in-interest.

19 d. The Parties reserve the right, subject to the Court’s approval, to make any reasonable
20 extensions of time that might be necessary to carry out any of the provisions of this Agreement.
21 Such extensions must be in writing to be enforceable.

22 e. The Parties to the Settlement Agreement agree that the terms of the Settlement were
23 negotiated at arm’s length and in good faith by the Parties, resulted from an arm’s-length
24 mediation session facilitated by Kristin Rizzo, and reflect a settlement that was reached voluntarily
25 based upon adequate information and sufficient discovery and after consultation with experienced
26 legal counsel.

27 f. The waiver by one Party of any breach of this Settlement Agreement by any other Party
28 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

1 g. This Settlement Agreement, including its Exhibits, constitutes the entire agreement among
2 the Parties, and no representations, warranties, or inducements have been made to any Party
3 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties,
4 and covenants contained and memorialized in this Settlement Agreement and its Exhibits.

5 h. This Settlement Agreement may be executed in one or more counterparts. All executed
6 counterparts and each of them shall be deemed to be one and the same instrument provided that
7 counsel for the Parties to this Settlement Agreement shall exchange among themselves original
8 signed counterparts.

9 i. The Parties hereto and their respective counsel agree that they will use their best efforts to
10 obtain all necessary approvals of the Court required by this Settlement Agreement.

11 j. This Settlement Agreement shall be binding upon and shall inure to the benefit of the
12 successors and assigns of the Parties hereto, including any and all Released Parties and any
13 corporation, partnership, or other entity into or with which any Party hereto may merge,
14 consolidate, or reorganize.

15 k. This Settlement Agreement shall not be construed more strictly against one Party than
16 another merely because of the fact that it may have been prepared by counsel for one of the Parties,
17 it being recognized that because of the arm's-length negotiations resulting in the Settlement
18 Agreement, all Parties hereto have contributed substantially and materially to the preparation of
19 the Settlement Agreement.

20 l. Except where this Settlement Agreement itself provides otherwise, all terms, conditions,
21 and Exhibits are material and necessary to this Settlement Agreement and have been relied upon
22 by the Parties in entering into this Settlement Agreement.

23 m. This Settlement Agreement shall be governed by California law. Any action based on this
24 Settlement Agreement, or to enforce any of its terms, shall be venued in the Orange County
25 Superior Court, which shall retain jurisdiction over all such disputes. All Parties to this Settlement
26 Agreement shall be subject to the jurisdiction of said Court for all purposes related to this
27 Settlement Agreement. This Paragraph relates solely to the law governing this Settlement
28 Agreement and any action based thereon, and nothing in this Paragraph shall be construed as an

admission or finding that California law applies to the Released Claims of any Plaintiff or Class Member who resides outside the State of California.

n. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

o. The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

p. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

Date: 03 / 27 / 2024



Leydi Morales

Date:

Mastroianni Family Enterprises, LTD

Agreed as to form.

Date:

COLLINS KIM LLP

By:

TAE KIM
Attorneys for Plaintiff Leydi Morales

Date:

SCOTT & WHITEHEAD

By:

Nancy Whitehead
Michael J. Rossiter
Attorneys for Defendant, Mastroianni Enterprises, LTD

1 admission or finding that California law applies to the Released Claims of any Plaintiff or Class
2 Member who resides outside the State of California.

3 n. The Court shall retain continuing and exclusive jurisdiction over the Parties to this
4 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
5 Agreement.

6 o. The headings used in this Settlement Agreement are for the convenience of the reader only,
7 and shall not affect the meaning or interpretation of this Settlement Agreement.

8 p. In construing this Settlement Agreement, the use of the singular includes the plural (and
9 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

10

11 Date:

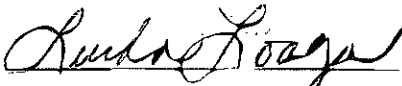
Leydi Morales

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13

14 Date:

✓ 4-01-2024

✓ 

Mastroianni Family Enterprises, LTD

15

16

17 Agreed as to form.

18 Date: April 1, 2024

COLLINS KIM LLP

19

20

By:

TAE KIM

Attorneys for Plaintiff Leydi Morales

21

22

23 Date: April 4, 2024

SCOTT & WHITEHEAD

24

25

By:



Nancy Whitehead

Michael J. Rossiter

Attorneys for Defendant, Mastroianni
Enterprises, LTD

26

27

28

admission or finding that California law applies to the Released Claims of any Plaintiff or Class Member who resides outside the State of California.

n. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

o. The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

p. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

Date:

Leydi Morales

Date:

Mastroianni Family Enterprises, LTD

Agreed as to form.

Date: April 4, 2024

COLLINS KIM LLP

By:


TAE KIM
Attorneys for Plaintiff Leydi Morales

Date:

SCOTT & WHITEHEAD

By:

Nancy Whitehead
Michael J. Rossiter
Attorneys for Defendant, Mastroianni
Enterprises, LTD

EXHIBIT B

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Tara Zabehe (SBN 314706)
Margaux Gundzik (SBN 340116)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Tae Kim (SBN 210465)
tkim@collinskim.com
Dawn Collins (SBN 193447)
dcollins@collinskim.com
COLLINS KIM, LLP
515 S. Flower St., 18th Floor
Los Angeles, CA 90071
Tel: (213) 341-0238 / Fax: (310) 341-0239

Attorneys for Plaintiff, Leydi Morales

Nancy Rader Whitehead (SBN 107332)
Michael J. Rossiter (SBN 258410)
SCOTT & WHITEHEAD
4675 MacArthur Court, Suite 1240
Newport Beach, CA 92660
Tel: (949) 222-0166 / Fax: (949) 222-0113

Attorney for Defendant, Mastroianni Family Enterprises, LTD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER

LEYDI MORALES, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorney Generals Act;

Plaintiff,

vs.

MASTROIANNI FAMILY ENTERPRISES
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick,
Department CX104

**AMENDMENT TO AMENDED
SETTLEMENT STIPULATION**

Complaint Filed: October 14, 2022

1 **AMENDMENT TO AMENDED SETTLEMENT STIPULATION**

2 Plaintiff Leydi Morales ("Plaintiff") And Defendant Mastroianni Family Enterprises, LTD
3 9"MFE" or "Defendant") stipulate and agree to the terms and conditions set forth in this
4 Amendment to the Amended Settlement Stipulation ("Agreement").

5 **I. RECITALS**

6 This Agreement is made with reference to the following recitals:

7 1. On May 30, 2024, Plaintiff's Motion for Preliminary Approval of Class and
8 Representative Action Settlement was set for hearing before the Honorable Melissa R.
9 McCormick (the "Court").

10 2. Prior to the May 30, 2024, hearing, the Court issued a tentative ruling identifying
11 questions and comments with respect to the Amended Settlement Stipulation. The Court
12 subsequently adopted the tentative ruling as the final court.

13 3. In accordance with the Court's tentative ruling, the Parties have agreed to
14 amendments to the Amended Settlement Stipulation.

15 4. The definition of the terms set forth in the Amended Settlement Stipulation, shall
16 hold the same definition and meaning as used herein, except as expressly modified herein. See
17 Paragraphs 1 through 38 of the Amended Settlement Stipulation.

18 **II. AMENDMENTS**

19 1. Calculation of Individual PAGA Payments: Individual PAGA Payments shall be
20 calculated by applying the Aggrieved Employee's pro rata share of 25% of the PAGA Payment,
21 calculated according to the number of pay periods the Aggrieved Employee worked during the
22 PAGA Period. As set forth in the Amended Settlement Stipulation at Paragraph 48.d., the
23 Individual PAGA Payments will be treated as civil penalties and reported on an IRS form 1099.
24 The Individual PAGA Payments will not be subject to tax withholding.

25 2. The definition of PAGA Released Claims (paragraph 22 of the Amended
26 Settlement Stipulation) is amended to mean the following: civil penalties available under PAGA
27 for (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide
28 compliant meal periods and pay required meal period penalties; (d) failure to provide compliant

1 rest periods and pay required rest period penalties; (e) failure to reimburse business expenses; (f)
2 failure to timely pay wages each period and upon separation of employment; and (g) failure to
3 provide accurate itemized wage statements based on the facts alleged in the Complaint and in
4 Plaintiff's LWDA notice letter referenced therein, by the Aggrieved Employees against the
5 Released Parties. The PAGA Released Claims do not release any Aggrieved Employee's claims
6 for wages or statutory penalties and arising at any time during the PAGA Period.

7 3. "Response Deadline" (paragraph 32 of the Amended Settlement Stipulation) is
8 amended to mean: the date sixty (60) calendar days after the Settlement Administrator mails the
9 Notice of Settlement to Settlement Class Members and the last date on which Settlement Class
10 Members may postmark written Requests for Exclusion, a Notice of Objection the Settlement, or
11 to submit a dispute in accordance with Paragraph 49 of the Amended Settlement Stipulation.
12 For Settlement Class Members who are sent re-mailed Class Notices or who submit a dispute,
13 the "Extended Response Deadline" shall mean fifteen (15) calendar days from the date the
14 Settlement Administrator re-mails the Notice of Settlement to Class Members. The Extended
15 Response Deadline is the last date on which Settlement Class Members who are sent re-mailed
16 Class Notices may postmark written Requests for Exclusion, a Notice of Objection to the
17 Settlement, or to submit a dispute.

18 4. The Notice of Final Judgment and Order will be posted on the settlement
19 administrator's website for at least 180 days. See Notice, Exhibit A.

20 5. Settlement Administrator's fees shall not exceed \$12,750. See Notice, Exhibit A.

21 6. The Notice of Class Action and Private Attorney General Act Settlement, Exhibit
22 A to the Amended Settlement Stipulation, shall be modified, amended and replaced by the
23 modified Notice of Class Action and Private Attorney General Act Settlement.

24 Date: 08 / 08 / 2024


Leydi Morales

26 Date:

Mastroianni Family Enterprises, LTD

1 Agreed as to form.

2 Date: August 13, 2024

COLLINS KIM LLP

3
4 By: 
5 TAE KIM
6 Attorneys for Plaintiff Leydi Morales

7 Date: August 13, 2024

SCOTT & WHITEHEAD

8
9 By: 
10 Nancy Whitehead
11 Michael J. Rossiter
12 Attorneys for Defendant, Mastroianni
13 Enterprises, LTD
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EXHIBIT C

NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT SETTLEMENT

Leydi Morales v. Mastroianni Family Enterprises, LTD
Orange County Superior Court Case No. 30-2022-01286355-CU-OE-CJC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED FOR MASTROIANNI FAMILY ENTERPRISES, LTD AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN October 14, 2018 AND October 23, 2023, THIS CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT ("PAGA") SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action and PAGA lawsuit entitled *Morales v. Mastroianni Family Enterprises, Ltd*, Orange County Superior Court Case No. 30-2022-01286355-CU-OE-CJC (the "Action"). The purpose of this Notice of Class Action and PAGA Settlement ("Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the "Settlement Hearing") will be held before the Hon. Melissa R. McCormick on March 13, 2025 at 2:00 p.m. in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, to determine whether the Settlement is fair, adequate and reasonable.

THE CLASS ACTION:

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE, THE AMENDED SETTLEMENT AGREEMENT, AND AMENDMENT TO THE AMENDED SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST EXCLUSION FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against Mastroianni Family Enterprises, LTD. ("Defendant") and affiliated persons and entities, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must submit a written statement stating you object to the settlement or state your objection in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Class Action Settlement?

The Court has certified, for settlement purposes only, the following class (the "Class"):

All persons employed by Defendant as non-exempt employees in California at any time during

the period from October 14, 2018 to October 23, 2023, (the "Class Period").

THE PAGA ACTION

IF YOU ARE AN AGGRIEVED EMPLOYEE, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT OF THE PAGA ACTION SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE, THE AMENDED SETTLEMENT AGREEMENT, AND AMENDMENT TO AMENDED SETTLEMENT AGREEMENT FILED WITH THE COURT, REGARDLESS OF WHETHER YOU CASH YOUR CHECK OR NOT. YOU CANNOT OPT OUT OF THE PAGA ACTION SETTLEMENT.

Who is affected by this proposed PAGA Action Settlement?

Aggrieved Employees are defined as:

All persons employed by Defendant as non-exempt employees in California at any time during the period from October 14, 2021 to October 23, 2023 (the "PAGA Period").

If you were employed by Defendant during the PAGA Period, you are an Aggrieved Employee.

What is this case about?

In the Action, plaintiff Leydi Morales ("Plaintiff") alleges on behalf of herself and the Settlement Class Members the following claims against Defendant: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under the Labor Code Private Attorneys General Act ("PAGA"), as a representative action. Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys' fees, and costs. Plaintiff also seeks civil penalties under PAGA for the forgoing claims on behalf of the State of California and all Aggrieved Employees.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Settlement Class Members and Aggrieved Employees.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Tae Kim
CollinsKim, LLP
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
213-314-0238

Defense Counsel

Michael J. Rossiter
Nancy Rader Whitehead
Scott & Whitehead
4675 MacArthur Court, Suite 1240
Newport Beach, CA 92660
(949) 222-0166

Arby Aiwarzian

Tara Zabehi
Margaux Gundzik
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
(818) 265-1020

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$1,295,000.00 (the "Gross Settlement Amount") for: (a) Individual Settlement Payments to Settlement Class Members who do not request to be excluded from the Settlement ("Participating Class Members"); (b) the Court-approved Class Representative Enhancement Award to Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) the payment to be paid to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for the PAGA claims ("PAGA Payment").

Class Counsel Attorneys' Fees and Costs, Class Representative Enhancement Award, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$453,250.00 (not to exceed thirty five percent of the Gross Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action in an amount not to exceed \$22,700.00. In addition, Class Counsel will ask the Court to authorize a Class Representative Enhancement Award payment in an amount not to exceed \$7,500.00 to Plaintiff for her effort in prosecuting the Action on behalf of the Class and Aggrieved Employees. The cost of administering the Settlement will not exceed \$12,750. In addition, \$75,000.00 will be allocated to penalties under PAGA, of which 75%, or \$56,250.00, will be paid to the LWDA, and the remaining 25%, or \$18,750.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court or not incurred will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

Individual Settlement Payments for the Class Action. After deduction from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs, the Class Representative Service Award to Plaintiff, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of weeks worked during the Class Period.

Individual PAGA Payments. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on the number of pay periods worked during PAGA Period.

If an Individual Settlement Payment check and/or Individual PAGA Payment check remains uncashed after 180 days from issuance, the Settlement Administrator will pay over the amount represented by the check to the State Controller's Office Unclaimed Property Fund, with the identity of the Class Members or Aggrieved Employees to whom the funds belong. The Class Member and Aggrieved Employee will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the Individual Settlement Payments to Participating Class Members will be allocated 15% as wages and 45% as statutory penalties, and 40% to interest. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments. The Individual PAGA Payment will be allocated as civil penalties and not subject to tax withholding.

The Parties and their attorneys do not make any representations concerning the tax consequences of this Settlement or your participation in it and are unable to offer tax advice. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

How much will my payment be?

Defendant's records reflect that you worked <> weeks during the Class Period. Based on this information, your estimated Individual Settlement Payment will be <>.

Defendant's records reflect that you worked <> pay periods during the PAGA Period. Based on this information, your estimated Individual PAGA Payment will be <>.

If you wish to challenge the weeks worked, or the pay periods worked above, then you must submit a written, signed challenge along with supporting documents, to the Settlement Administrator provided in this Notice by <>. The Settlement Administrator, in consultation with counsel for both parties, will determine whether an adjustment is warranted. The Court may review any dispute decision made by the Settlement Administrator.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendant providing the Gross Settlement Amount to the Settlement Administrator, Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, causes of action, rights, liabilities, penalties, demands, damages, debts, accounts, duties, Costs (other than those Costs required to be paid pursuant to this Settlement Agreement), against the Released Parties that are pled in the Operative Complaint and that arise from the facts alleged in Plaintiffs' Operative Complaint during the Class Period. Specifically, this includes Defendant's alleged violation of the California Labor Code for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, as well as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and Defendant's alleged unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.* stemming from the foregoing alleged California Labor Code violations.

Release by Aggrieved Employees. Upon Defendant providing the Gross Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties from civil penalties available under PAGA for (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide compliant meal periods and pay required meal period penalties; (d) failure to provide compliant rest periods and pay required rest period penalties; (e) failure to reimburse business expenses; (f) failure to timely pay wages each period and upon separation of employment; and (g) failure to provide accurate itemized wage statements based on the facts alleged in the Complaint and in Plaintiff's LWDA notice letter referenced therein.. The PAGA Released Claims do not release any Aggrieved Employee's claims for wages or statutory penalties and arising at any time during the PAGA Period.

The "Released Parties" means Defendant Mastroianni Family Enterprises, LTD.

What are my options in this matter?

For the Class Action, you have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above. If you remain in the Class, you will be represented at no cost by Class Counsel.

Object to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in

any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection ("Notice of Objection") to the Settlement Administrator. You may use the attached form. Otherwise, the Notice of Objection must: (1) state your full name; (2) be signed by you; and (3) be postmarked on or before _____, 2024 and returned to the Settlement Administrator at the following address:

CPT
Morales v. Mastroianni Family Enterprises, LTD Settlement
50 Corporate Park
Irvine, CA 92606

You can also hire an attorney at your own expense to represent you in your objection. You may appear at the final approval hearing to object to the settlement, even if you have not submitted a written objection form. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion"). In order to be valid, you may use the attached form or by sending a written exclusion request in a form similar to the attached Request for Exclusion Form, which must include (1) your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Morales v. Mastroianni Family Enterprises, LTD*; (3) be signed by you; and (4) be postmarked on or before _____, 2024 and returned to the Settlement Administrator at the following address:

CPT
Morales v. Mastroianni Family Enterprises, LTD Settlement
50 Corporate Park
Irvine, CA 92606

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement and will not be entitled to or permitted to object to the Settlement. An Aggrieved Employee cannot request exclusion from the Settlement with respect to the PAGA Action.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, on March 13, 2025 at 2:00 p.m. in Department CX104 of the Orange County Superior Court. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www.mastroiannisettlement.com) within seven (7) calendar days after entry of the Final Order and Judgment and will be available for at least 180 days.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More information can be found at www.mastroiannisettlement.com. More details are in the Amended Settlement Agreement and the Amendment to the Settlement Agreement, which can be found on the settlement website. You may also request a copy of the Amended Settlement Agreement and Amendment to Amended Settlement Agreement from Class Counsel, at the address and telephone number listed above. Additional documents including the complaint, the PAGA notice letter, and settlement documents will also be available on the

settlement website. If you have further questions regarding the Settlement, you may also contact the Settlement Administrator at 1-XXX-XXX or visit the Court's website at www.occourts.org and entering the Case Number located on the first page of this notice.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

NOTIFICACIÓN DE ACUERDO SOBRE LA DEMANDA COLECTIVA Y LA LEY DEL ABOGADO GENERAL PRIVADO

Leydi Morales v. Mastroianni Family Enterprises, LTD
Tribunal Superior del Condado de Orange Caso No. 30-2022-01286355-CU-OE-CJC

Un tribunal autorizó esta Notificación. Esto no es una oferta de un abogado. Usted no está siendo demandado.

SI USTED TRABAJÓ PARA MASTROIANNI FAMILY ENTERPRISES, LTD COMO EMPLEADO NO EXENTO EN CALIFORNIA EN CUALQUIER MOMENTO ENTRE EL 14 DE OCTUBRE DE 2018 Y EL 23 DE OCTUBRE DE 2023, ESTA DEMANDA COLECTIVA Y LEY DEL ABOGADO GENERAL PRIVADO ("PAGA") PUEDE AFECTAR SUS DERECHOS.

¿Por qué debe leer este Aviso?

Se ha alcanzado un acuerdo propuesto (el "Acuerdo") en una demanda colectiva y PAGA titulada *Morales v. Mastroianni Family Enterprises, Ltd*, Tribunal Superior del Condado de Orange Caso No. 30-2022-01286355-CU-OE-CJC (la "Acción"). El objetivo de esta Notificación de Demanda Colectiva y Acuerdo PAGA ("Notificación") es describir brevemente la Demanda e informarle de sus derechos y opciones en relación con la Demanda y el Acuerdo propuesto. El Acuerdo propuesto resolverá todas las reclamaciones de la Acción.

Se celebrará una audiencia relativa al Acuerdo (la "Audiencia del Acuerdo") ante la Honorable Melissa R. McCormick el 13 de marzo de 2025 a las 2:00 p.m. en el Departamento CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701, para determinar si el Acuerdo es justo, adecuado y razonable.

LA DEMANDA COLECTIVA:

COMO MIEMBRO DEL GRUPO, TIENE DERECHO A RECIBIR UN PAGO INDIVIDUAL DEL ACUERDO Y ESTARÁ OBLIGADO POR LA EXENCIÓN DE RECLAMACIONES DESCRITA EN ESTA NOTIFICACIÓN, EL ACUERDO DE LIQUIDACIÓN MODIFICADO Y LA ENMIENDA AL ACUERDO DE LIQUIDACIÓN MODIFICADO PRESENTADOS ANTE EL TRIBUNAL, A MENOS QUE SOLICITE OPORTUNAMENTE SU EXCLUSIÓN DEL ACUERDO.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO COLECTIVO:

NO HACER NADA.	Si no hace nada, se le considerará parte del Grupo y recibirá un Pago Individual del Acuerdo. También renunciará al derecho de emprender una acción legal independiente contra Mastroianni Family Enterprises, LTD. ("Demandado") y las personas y entidades afiliadas, como se explica con más detalle a continuación.
EXCLUIRSE DEL GRUPO DE DEMANDANTES	Usted tiene la opción de emprender acciones legales por separado contra el Demandado en relación con las reclamaciones de esta demanda. Si decide hacerlo, debe excluirse, por escrito, del Acuerdo. En consecuencia, no recibirá ninguna prestación en virtud del Acuerdo.
OBJETAR	Para objetar al Acuerdo, debe presentar una declaración por escrito en la que manifieste su objeción al acuerdo o exponer su objeción en persona en la Audiencia del Acuerdo. Esta opción sólo está disponible si no se excluye del Acuerdo.

¿A quién afecta esta propuesta de Acuerdo de Demanda Colectiva?

El Tribunal ha certificado, únicamente a efectos del acuerdo, el siguiente grupo (el "Grupo"):

Todas las personas empleadas por el Demandado como empleados no exentos en California en cualquier momento durante el período comprendido entre el 14 de octubre de 2018 y el 23 de octubre de 2023, (el "Período del Grupo").

LA ACCIÓN PAGA

SI USTED ES UN EMPLEADO PERJUDICADO, TIENE DERECHO A RECIBIR UN PAGO INDIVIDUAL DEL ACUERDO DE LA ACCIÓN PAGA Y QUEDARÁ VINCULADO POR LA EXENCIÓN DE RECLAMACIONES DESCRITA EN ESTA NOTIFICACIÓN, EL ACUERDO DE CONCILIACIÓN ENMENDADO Y LA ENMIENDA AL ACUERDO DE CONCILIACIÓN ENMENDADO PRESENTADOS ANTE EL TRIBUNAL, INDEPENDIENTEMENTE DE QUE COBRE O NO SU CHEQUE. USTED NO PUEDE OPTAR POR NO PARTICIPAR EN EL ACUERDO DE LA ACCIÓN PAGA.

¿A quién afecta esta propuesta de Acuerdo de Acción PAGA?

Los empleados agraviados se definen como:

Todas las personas empleadas por el Demandado como empleados no exentos en California en cualquier momento durante el período comprendido entre el 14 de octubre de 2021 y el 23 de octubre de 2023 (el "Período PAGA").

Si usted fue empleado del Demandado durante el Período PAGA, usted es un Empleado Agraviado.

¿De qué trata este caso?

En la Demanda, la demandante Leydi Morales ("Demandante") alega en su nombre y en el de los Miembros del Grupo del Acuerdo las siguientes reclamaciones contra el Demandado: (1) no proporcionar periodos de comida; (2) no autorizar y permitir periodos de descanso; (3) no pagar salarios mínimos; (4) no pagar salarios por horas extras; (5) no pagar todos los salarios debidos a empleados despedidos y que renuncian; (6) no mantener los registros requeridos; (7) no proporcionar estados de cuenta precisos y detallados; (8) no indemnizar a los empleados por los gastos necesarios incurridos en el desempeño de sus funciones; (9) prácticas comerciales desleales e ilegales; y (10) sanciones en virtud de la Ley de Abogados Generales Privados ("PAGA") del Código Laboral, como acción representativa. La demandante solicita salarios impagados, sanciones legales, restitución, intereses, honorarios de abogados y costas. La Demandante también solicita sanciones civiles en virtud de PAGA por las reclamaciones anteriores en nombre del Estado de California y de todos los Empleados Agraviados.

El demandado niega toda responsabilidad y confía en que dispone de sólidas defensas jurídicas y fácticas frente a estas reclamaciones.

Este Acuerdo es un compromiso alcanzado tras negociaciones de buena fe y en condiciones de igualdad entre la Demandante y el Demandado (las "Partes"), a través de sus abogados, y no constituye una admisión de responsabilidad por parte del Demandado. Ambas partes están de acuerdo en que, a la luz de los riesgos y gastos asociados a la continuación del litigio, este Acuerdo es justo, adecuado y razonable. La Demandante también cree que el Acuerdo beneficia a todos los Miembros de la Grupo del Acuerdo y a los Empleados Agraviados.

El Tribunal no se ha pronunciado sobre el fondo de las pretensiones de la Demandante ni sobre las defensas del Demandado.

¿Quiénes son los abogados que representan a las Partes?

Los abogados que representan a las Partes en la Acción son:

Abogados del Grupo

Tae Kim
CollinsKim, LLP
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
213-314-0238

Abogado defensor

Michael J. Rossiter
Nancy Rader Whitehead
Scott & Whitehead
2601 Main Street, Suite 510
Irvine, CA 92614-4220
(949) 222-0166

Arby Aiwarzian
Tara Zabehe
Margaux Gundzik
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
(818) 265-1020

¿Cuáles son las condiciones del Acuerdo?

Sujeto a la aprobación final del Tribunal, el Demandado pagará \$1,295,000.00 (el "Monto Bruto del Acuerdo") por: (a) Pagos Individuales del Acuerdo a los Miembros del Grupo del Acuerdo que no soliciten ser excluidos del Acuerdo ("Miembros del Grupo Participantes"); (b) la Concesión de Mejora del Representante del Grupo aprobada por el Tribunal a la Demandante; (c) los honorarios y costos de los abogados aprobados por el Tribunal para los Abogados del Grupo; (d) los costos de administración del Acuerdo; y (e) el pago que se abonará a la Agencia de Desarrollo Laboral de California (LWDA) y a los Empleados Agraviados por las reclamaciones PAGA ("Pago PAGA").

Honorarios y Costos de los Abogados del Grupo, Concesión de Mejora del Representante del Grupo, Costes de Administración del Acuerdo y Pago PAGA. Los Abogados del Grupo solicitarán al Tribunal que conceda honorarios de abogados de hasta \$453,250.00 (sin superar el treinta y cinco por ciento del Monto Bruto del Acuerdo) y el reembolso de los costes reales y razonables incurridos en la Acción de un importe que no supere los \$22,700.00. Además, los Abogados del Grupo solicitarán al Tribunal que autorice el pago de una Compensación por Mejora de la Representante del Grupo en un importe que no supere \$7,500.00 a la Demandante por su esfuerzo en la tramitación de la Demanda en nombre del Grupo y de los Empleados Agraviados. El coste de administración del Acuerdo no superará los \$12,750. Además, se asignarán \$75,000.00 a sanciones en virtud de PAGA, de los cuales el 75%, o \$56,250.00, se pagará a la LWDA, y el 25% restante, o \$18,750.00, se distribuirá entre los Empleados Agraviados. Cualquier cantidad no solicitada o concedida por el Tribunal o en la que no se haya incurrido se incluirá en el Importe Neto del Acuerdo y se distribuirá entre los Miembros del Grupo Participantes, según lo establecido anteriormente.

Pagos individuales del acuerdo para la demanda colectiva. Después de deducir del Monto Bruto del Acuerdo los honorarios y costos de los Abogados del Grupo, la Compensación por Servicios del Representante del Grupo al Demandante, el Pago PAGA y los costos de administración del Acuerdo, habrá un Monto Neto del Acuerdo. Del Monto Neto del Acuerdo, cada Miembro del Grupo Participante recibirá un Pago Individual del Acuerdo. El Monto Neto del Acuerdo se dividirá proporcionalmente entre todos los Miembros del Grupo Participantes en función del número total de semanas trabajadas durante el Periodo del Grupo.

Pagos Individuales de la PAGA. Además, todos los Empleados Agraviados recibirán una parte prorrateada de la porción del Pago PAGA asignada a los Empleados Agraviados basada en el número de periodos de pago trabajados durante el Periodo PAGA.

Si un cheque de Pago del Acuerdo Individual y/o un cheque de Pago PAGA Individual permanece sin cobrar después de 180 días de su emisión, el Administrador del Acuerdo pagará el monto representado por el cheque al Fondo de Propiedad No Reclamada de la Oficina del Contralor del Estado, con la identidad de los Miembros del Grupo o Empleados Agraviados a quienes pertenecen los fondos. El Miembro del Grupo y el Empleado Agraviado permanecerán vinculados por los términos del Acuerdo y todas las órdenes del Tribunal.

A efectos fiscales, los Pagos Individuales del Acuerdo a los Miembros del Grupo Participantes se asignarán en un 15% como salarios y en un 45% como sanciones legales, y en un 40% a intereses. La parte salarial de los Pagos Individuales del Acuerdo estará sujeta a la retención de los impuestos locales, estatales y federales aplicables, y el Administrador del Acuerdo deducirá los impuestos sobre nóminas aplicables de la parte salarial de los Pagos Individuales del Acuerdo. El pago PAGA individual se asignará como sanciones civiles y no estará sujeto a retención fiscal.

Las Partes y sus abogados no hacen ninguna declaración relativa a las consecuencias fiscales de este Acuerdo o de su participación en el mismo y no pueden ofrecer asesoramiento fiscal. Los Miembros del Grupo deben consultar con sus propios asesores fiscales las consecuencias fiscales del Acuerdo.

¿Cuál será el importe de mi pago?

Los registros del Demandado reflejan que usted trabajó «Workweeks» semanas durante el Periodo de la Demanda Colectiva. Basándose en esta información, su pago de liquidación individual estimado será «SettAmt».

Los registros del Demandado reflejan que usted trabajó «PAGAperiods» periodos de pago durante el Periodo PAGA. Basándose en esta información, su pago PAGA individual estimado será de «PAGAAmt».

Si desea impugnar las semanas trabajadas, o los periodos de pago trabajados anteriormente, debe presentar una impugnación por escrito y firmada, junto con los documentos justificativos, al Administrador del Acuerdo proporcionado en este Aviso antes de 6 de enero de 2025. El Administrador del Acuerdo, en consulta con los abogados de ambas partes, determinará si se justifica un ajuste. El Tribunal podrá revisar cualquier decisión litigiosa adoptada por el Administrador del Acuerdo.

¿Qué reclamaciones se liberan mediante el Acuerdo propuesto?

Liberación por parte de los Miembros del Grupo Participantes. Una vez que el Demandado proporcione el Monto Bruto del Acuerdo al Administrador del Acuerdo, se considerará que la Demandante y todos los Miembros del Grupo Participantes han liberado de manera plena, definitiva y para siempre a las Partes Exoneradas de todas y cada una de las reclamaciones, causas de acción, derechos, responsabilidades, sanciones, demandas, daños y perjuicios, deudas, cuentas, obligaciones, Costos (que no sean los Costos que deben pagarse en virtud de este Acuerdo del Acuerdo), contra las Partes Exoneradas que se alegan en la Demanda Operativa y que surgen de los hechos alegados en la Demanda Operativa de los Demandantes durante el Periodo del Grupo. Específicamente, esto incluye la supuesta violación del Código Laboral de California por parte del Demandado por, *entre otras cosas*, no pagar las horas extras y los salarios mínimos, no proporcionar periodos de comida y descanso y los pagos de primas asociados, no pagar puntualmente los salarios durante el empleo y tras la terminación, no proporcionar declaraciones salariales conformes, no mantener registros de nóminas completos y precisos, y no reembolsar los gastos necesarios relacionados con el negocio, y reembolsar los gastos necesarios relacionados con el negocio, así como todas las reclamaciones por no pagar el salario mínimo, no pagar las horas extraordinarias, no proporcionar periodos de comida y descanso, no emitir declaraciones salariales detalladas y precisas, y las supuestas prácticas comerciales desleales del Demandado en violación del Código de Negocios y Profesiones de California, secciones 17200, *et seq.* derivadas de las supuestas violaciones del Código Laboral de California mencionadas anteriormente.

Liberación por parte de los Empleados Agraviados. Una vez que el Demandado proporcione el Monto Bruto del Acuerdo al Administrador del Acuerdo, se considerará que todos los Empleados Agraviados han liberado a las Partes Exoneradas de sanciones civiles disponibles en virtud de PAGA por (a) falta de pago de salarios mínimos; (b) falta de pago de salarios por horas extras; (c) falta de provisión de periodos de comida conformes y de pago de las sanciones por periodos de comida requeridas; (e) no reembolsar los gastos comerciales; (f) no pagar puntualmente los salarios en cada periodo y en el momento de la separación del empleo; y (g) no proporcionar declaraciones salariales detalladas y precisas basadas en los hechos alegados en la Demanda y en la carta de notificación de la LWDA del Demandante a la que se hace referencia en la misma. Las Reclamaciones Exoneradas de PAGA no eximen a ningún Empleado Agraviado de sus reclamaciones por salarios o sanciones legales y que surjan en cualquier momento durante el Periodo PAGA.

Las "Partes Exoneradas" significan el Demandado Mastroianni Family Enterprises, LTD.

¿Qué opciones tengo en este asunto?

En lo que respecta a la Demanda Colectiva, tiene dos opciones en virtud de este Acuerdo, cada una de las cuales se analiza con más detalle a continuación. Usted puede: (A) permanecer en el Grupo y recibir un Pago Individual del Acuerdo; o (B) excluirse del Acuerdo. Si elige la opción (A), también puede oponerse al Acuerdo, como se explica a continuación.

OPCIÓN A. Permanecer en el Grupo del Acuerdo. Si desea permanecer en el Grupo y tener derecho a recibir un Pago Individual del Acuerdo, **no es necesario que realice ninguna acción.** Al permanecer en el Grupo, usted da su consentimiento a la liberación de reclamaciones según lo descrito anteriormente. Si permanece en el Grupo, será representado gratuitamente por el Abogado del Grupo.

Oponerse al Acuerdo: Si considera que el Acuerdo propuesto no es justo, razonable o adecuado en algún sentido, puede oponerse al mismo. Para objetar, debe comparecer en la Audiencia del Acuerdo para explicar su oposición o presentar un escrito o declaración de objeción ("Notificación de Oposición") al Administrador del Acuerdo. Puede utilizar el formulario adjunto. En caso contrario, la notificación de oposición deberá (1) indicar su nombre completo; (2) estar firmada por usted; y (3) llevar matasellos con fecha no posterior a 6 de enero de 2025, y devolverse al Administrador del Acuerdo a la siguiente

Morales v. Mastroianni Family Enterprises, LTD
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Teléfono: 1- 888-663-3692
Sitio Web: www.mastroiannissettlement.com

También puede contratar a un abogado a sus expensas para que le represente en su oposición. Puede comparecer en la audiencia de aprobación definitiva para oponerse al acuerdo, aunque no haya presentado un formulario de oposición por escrito. **Incluso si presenta una oposición, estará obligado por los términos del Acuerdo, incluida la exención de reclamaciones según lo establecido anteriormente, a menos que el Acuerdo no sea finalmente aprobado por el Tribunal.**

OPCIÓN B. Solicitar la Exclusión del Acuerdo. Si no desea formar parte del Acuerdo, debe presentar una solicitud por escrito para ser excluido del Acuerdo ("Solicitud de Exclusión"). Para que sea válida, puede utilizar el formulario adjunto o enviar una solicitud de exclusión por escrito en un formulario similar al Formulario de Solicitud de Exclusión adjunto, que debe incluir (1) su nombre completo, dirección y número de teléfono y los últimos cuatro dígitos de su Número de Seguro Social (sólo para fines de identificación); (2) contener una declaración clara de que está solicitando optar por no participar o ser excluido del Acuerdo en *Morales v. Mastroianni Family Enterprises, LTD*; (3) estar firmada por usted; y (4) estar matasellada en o antes de 6 de enero de 2025, y ser devuelta al Administrador del Acuerdo a la siguiente dirección:

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Teléfono: 1- 888-663-3692
Sitio Web: www.mastroiannissettlement.com

Si no presenta una Solicitud de Exclusión válida, se le considerará Miembro del Grupo Participante y estará obligado por la exención de reclamaciones descrita anteriormente y por todos los demás términos del Acuerdo. Si presenta una Solicitud de Exclusión válida, ya no tendrá ningún papel en la Acción, y no tendrá derecho a ningún beneficio como resultado de la Acción y el Acuerdo y no tendrá derecho ni se le permitirá oponerse al Acuerdo. Un Empleado Agraviado no puede solicitar la exclusión del Acuerdo con respecto a la Acción PAGA.

¿Cuál es el siguiente paso en la aprobación del Acuerdo?

El Tribunal celebrará una audiencia sobre la equidad, razonabilidad y adecuación del Acuerdo propuesto, el 13 de marzo de 2025 a las 2:00 p.m. en el Departamento CX104 del Tribunal Superior del Condado de Orange. La Audiencia del Acuerdo podrá ser prorrogada sin previo aviso a los Miembros del Grupo. Usted no está obligado a asistir a la Audiencia de Liquidación para recibir un Pago Individual de Liquidación.

Si el Tribunal concede la aprobación definitiva del Acuerdo, la notificación de la sentencia definitiva se publicará en el sitio web del Administrador del Acuerdo (www.mastroiannisettlement.com) en un plazo de siete (7) días naturales a partir de la entrada en vigor de la Orden y Sentencia Definitivas y estará disponible durante al menos 180 días.

¿Cómo puedo obtener más información?

Esta Notificación resume la Acción y los términos básicos del Acuerdo. Se puede encontrar más información en www.mastroiannisettlement.com. Encontrará más detalles en el Acuerdo de Liquidación Modificado y en la Enmienda al Acuerdo de Liquidación, que pueden consultarse en el sitio web de la liquidación. También puede solicitar una copia del Acuerdo de Liquidación Enmendado y de la Enmienda al Acuerdo de Liquidación Enmendado a los Abogados del Grupo, en la dirección y número de teléfono indicados anteriormente. En el sitio web del acuerdo también estarán disponibles otros documentos, como la denuncia, la carta de notificación PAGA y los documentos del acuerdo. Si tiene más preguntas sobre el Acuerdo, también puede ponerse en contacto con el Administrador del Acuerdo llamando al 1-888-663-3692 o visitando el sitio web del Tribunal en www.occourts.org e introduciendo el Número de Caso que figura en la primera página de este aviso.

NO SE PONGA EN CONTACTO CON EL TRIBUNAL EN RELACIÓN CON ESTE ACUERDO.

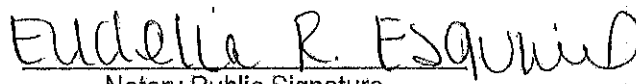
We certify that, to the best of our knowledge, this is a complete and accurate translation of the English document into Spanish:

SETTLEMENT

I, Ashley Mandujano, do hereby swear and affirm that I have truly and accurately translated the attached document from the English language to Spanish and that it is a true and accurate translation of that document, and further that I am competent to translate in both languages.


Ashley Mandujano
Translators USA, LLC.
ATA# 259846

Sworn and subscribed before me on this 25 day of October 2024


Notary Public Signature

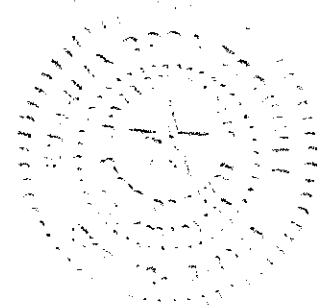
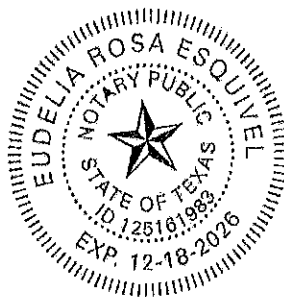


EXHIBIT D

**REQUEST FOR EXCLUSION FROM CLASS ACTION
SETTLEMENT**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Leydi Morales v. Mastroianni Family Enterprises, LTD

Case No. 30-2022-01286355-CU-OE-CJC

It is my decision not to participate in the above-referenced litigation. I confirm that I have received the Notice of Proposed Class Action Settlement, and related documents, which describe the settlement and provide information concerning the Settlement Fairness and Approval Hearing in the above-referenced litigation. I have decided to be excluded from the Class and not participate in the proposed settlement. I understand and acknowledge that by signing and submitting this form that I will **not** receive any money from the settlement. Requesting exclusion from the Class Action Settlement will not exclude Aggrieved Employees from the settlement of the Private Attorneys General Act claims that are part of this settlement.

Dated: __, 2024

Signature

Last four digits of Social Security Number

Type or print name

Telephone number

All other names used during employment
with Defendant

Email address

Street address

Dates of employment with Defendant

City, state and zip code

This document, or an otherwise acceptable written request for exclusion (opt-out) must be postmarked no later than [date] and it must be sent, via regular U.S. mail, or the equivalent, to:

Morales v. Mastroianni Family Enterprises, LTD
c/o Settlement Administrator CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Telephone: 1-888-636-3998

**SOLICITUD DE EXCLUSIÓN DEL ACUERDO DE DEMANDA
COLECTIVA**

**TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE
ORANGE**

Leydi Morales contra Mastroianni Family Enterprises, LTD
Caso No. 30-2022-01286355-CU-OE-CJC

He decidido no participar en el litigio arriba mencionado. Confirmando que he recibido la Notificación del Acuerdo de Demanda Colectiva Propuesto, y los documentos relacionados, que describen el acuerdo y proporcionan información relativa a la Audiencia de Aprobación y Equidad del Acuerdo en el litigio arriba mencionado. He decidido ser excluido del Grupo y no participar en el acuerdo propuesto. Entiendo y reconozco que al firmar y enviar este formulario **no** recibiré dinero alguno del acuerdo. La solicitud de exclusión del Acuerdo de Demanda Colectiva no excluirá a los Empleados Agraviados del acuerdo de las demandas de la Ley de Abogados Generales Privados que forman parte de este acuerdo.

Fecha: __, 2024

Firma

Cuatro últimos dígitos del número del Seguro Social

Escriba su nombre a máquina o con letra de imprenta

Número de Teléfono:

Todos los demás nombres utilizados durante el empleo con el demandado

Dirección de correo electrónico

Dirección postal

Fechas de empleo con el Demandado

Ciudad, estado y código postal

Este documento, o una solicitud escrita de exclusión (opt-out) aceptable de otro modo, debe llevar matasellos no posterior a [fecha] y debe enviarse, por correo ordinario de EE.UU., o equivalente, a:

Morales contra Mastroianni Family Enterprises, LTD
c/o Settlement Administrator CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606
Teléfono: 1-888-636-3998

We certify that, to the best of our knowledge, this is a complete and accurate translation of the English document into Spanish:

SETTLEMENT

I, Ashley Mandujano, do hereby swear and affirm that I have truly and accurately translated the attached document from the English language to Spanish and that it is a true and accurate translation of that document, and further that I am competent to translate in both languages.

Ashley Mandujano
Ashley Mandujano
Translators USA, LLC.
ATA# 259846

Sworn and subscribed before me on this 17th day of April 2024

Eudelia Esquivel
Notary Public Signature

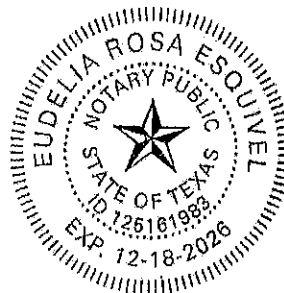


EXHIBIT E

NOTICE OF OBJECTION TO CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Leydi Morales v. Mastroianni Family Enterprises, LTD

Case No. 30-2022-01286355-CU-OE-CJC

INSTRUCTIONS

IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.

You have a right to object to the Settlement, or any of its terms. In order to object, you must not have submitted a Request for Exclusion Form. If you choose to object, you must complete this form and send the signed form no later than [DATE] to Morales v. *Mastroianni Family Enterprises, TLD, c/o CPT Group, Inc.*, 50 Corporate Park, Irvine, CA 92606. Alternatively, you may submit a written exclusion request in similar form to the contents of this Notice of Objection form. You may appear at the final approval hearing to object to the settlement, even if you have not submitted this written objection form.

- 1) NAME:
- 2) ADDRESS:
- 3) TELEPHONE NUMBER:
- 4) LAST FOUR OF YOUR SOCIAL SECURITY NUMBER AND/OR EMPLOYEE IDENTIFICATION NUMBER:
- 5) DATES OF EMPLOYMENT WITH COMPANY:

I HEREBY CONFIRM THAT I WANT TO OBJECT TO THE SETTLEMENT.

- 8) DATE:
- 9) SIGNATURE:

**NOTIFICACIÓN DE OPOSICIÓN AL ACUERDO DE DEMANDA
COLECTIVA**

**TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE
ORANGE**

Leydi Morales contra Mastroianni Family Enterprises, LTD
Caso No. 30-2022-01286355-CU-OE-CJC

INSTRUCCIONES

**SI DESEA OPONERSE AL ACUERDO DESCRITO EN LA NOTIFICACIÓN ADJUNTA,
COMPLETE ESTE FORMULARIO.**

Tiene derecho a oponerse al Acuerdo o a cualquiera de sus condiciones. Para oponerse, no debe haber presentado un Formulario de Solicitud de Exclusión. Si decide objetar, debe completar este formulario y enviarlo firmado a más tardar el [FECHA] a Morales v. *Mastroianni Family Enterprises, TLD, c/o CPT Group, Inc.*, 50 Corporate Park, Irvine, CA 92606. Alternativamente, puede presentar una solicitud de exclusión por escrito de forma similar al contenido de este formulario de notificación de objeción. Puede comparecer en la audiencia de aprobación definitiva para oponerse al acuerdo, aunque no haya presentado este formulario de oposición por escrito.

- 1) NOMBRE:
- 2) DIRECCIÓN:
- 3) NÚMERO DE
TELÉFONO:
- 4) LAS CUATRO ÚLTIMAS CIFRAS DE SU NÚMERO DE SEGURO SOCIAL Y/O DE SU
NÚMERO DE IDENTIFICACIÓN DE
EMPLEADO:
- 5) FECHAS DE EMPLEO EN LA EMPRESA:

POR LA PRESENTE CONFIRMO QUE DESEO OPONERME AL ACUERDO.

- 8) FECHA:
- 9) FIRMA

We certify that, to the best of our knowledge, this is a complete and accurate translation of the English document into Spanish:

SETTLEMENT

I, Ashley Mandujano, do hereby swear and affirm that I have truly and accurately translated the attached document from the English language to Spanish and that it is a true and accurate translation of that document, and further that I am competent to translate in both languages.

Ashley Mandujano
Ashley Mandujano
Translators USA, LLC.
ATA# 259846

Sworn and subscribed before me on this 17th day of April 2024

Eudelia Esquivel
Notary Public Signature

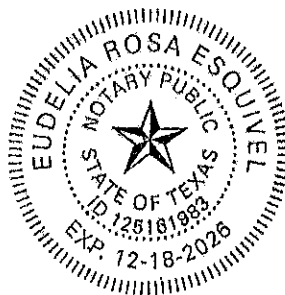


EXHIBIT D

Collins Kim

Time Entries (By Timekeeper)

Bill ID	Date	Client	Matter	User	Description	Quantity
662	5/28/2023	Leydi Morales	00135- Morales v. Mastroianni	Dawn Collins	Analyze class data.	2.1
662	5/29/2023	Leydi Morales	00135- Morales v. Mastroianni	Dawn Collins	Review draft mediation brief; prepare revisions to same.	1.9
662	5/29/2023	Leydi Morales	00135- Morales v. Mastroianni	Dawn Collins	Review draft mediation brief; revise same.	1.9
662	6/7/2023	Leydi Morales	00135- Morales v. Mastroianni	Dawn Collins	Strategize regarding mediation.	0.8
662	6/7/2023	Leydi Morales	00135- Morales v. Mastroianni	Dawn Collins	Continue to analyze class data.	1.6
662	10/12/2023	Leydi Morales	00135- Morales v. Mastroianni	Dawn Collins	Review and revise draft motion for preliminary approval.	3.2
662	2/3/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review pleadings and case notes.	4.2
662	2/3/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and analyze existing discovery.	2.1
662	2/10/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Analysis regarding claims.	3.2
662	2/10/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review client documents.	1
662	2/21/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and respond to e-mail from OC regarding discovery stay and data sampling.	0.2
662	2/22/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding mediators.	0.2
662	2/24/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review potential mediators.	0.8
662	3/8/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding mediators.	0.2
662	3/9/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding mediators.	0.2
662	3/10/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding mediators.	0.2
662	3/16/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding discovery stay.	0.1
662	3/17/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding mediation.	0.2
662	3/20/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding mediation.	0.1
662	3/21/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding mediation.	0.1

Collins Kim

Time Entries (By Timekeeper)

662	3/23/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding mediation.	0.1
662	4/14/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Outline data sample list and communication with opposing counsel regarding same.	1.8
662	4/19/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding data sample and mediation.	0.2
662	4/19/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding data sample.	0.2
662	4/20/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare joint report.	1.1
662	4/26/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise joint status conference report.	0.6
662	4/27/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review OC revisions to joint report and communications with counsel regarding same.	0.4
662	5/2/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with consultant regarding exposure analysis.	0.3
662	5/22/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and analyze informal data production from defendant.	2.6
662	5/22/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review exposure analysis.	0.9
662	5/24/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare mediation brief.	4.8
662	5/24/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Research regarding additional legal arguments for mediation.	2.1
662	5/24/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review client documents in preparation for mediation brief.	0.8
662	5/28/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare outline in preparation for client meeting.	0.8
662	5/30/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare mediation brief.	1.2
662	5/30/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further review of data and exposure analysis in preparation for mediation.	2
662	5/31/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Conference with client regarding fact interview.	0.7
662	5/31/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Analyze data for mediation and Identify follow up questions for exposure analysis.	1.7

Collins Kim

Time Entries (By Timekeeper)

662	6/1/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Finalize mediation brief and review exhibits. Further communications with consultant regarding exposure analysis.	3.1
662	6/1/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim		0.4
662	6/1/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Research regarding defendant for mediation.	0.7
662	6/5/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Premediation call with mediator.	0.5
662	6/7/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review brief documents and strategize regarding settlement in preparation for mediation.	3.4
662	6/7/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Conference with client regarding mediation preparation.	0.5
662	6/7/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Research regarding verdicts and settlements in preparation for mediation.	0.9
662	6/8/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Attend mediation.	8.2
662	6/8/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Conference with client regarding settlement.	0.2
662	6/15/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare Joint stipulation regarding CMC.	0.3
662	6/15/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with OC regarding joint stip re: CMC.	0.1
662	6/23/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare draft MOU.	2.8
662	6/27/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise draft MOU.	0.4
662	6/27/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	E-mail OC regarding draft MOU.	0.1
662	7/5/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise draft MOU.	1.1
662	7/20/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revisions to draft MOU.	0.9
662	7/21/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revisions to draft MOU and e-mail to OC regarding same.	0.3
662	7/28/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revisions to draft MOU and e-mail to OC regarding same.	0.3
662	7/29/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with client regarding MOU.	0.3
662	8/2/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review OC revisions to MOU and communication regarding same.	0.6

Collins Kim

Time Entries (By Timekeeper)

662	8/4/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare settlement stipulation.	5.8
662	8/7/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and revise settlement stipulation.	2.1
662	8/23/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with OC regarding settlement stip.	0.1
662	9/1/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	revise settlement stip	1
662	9/1/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revisions to settlement stip.	5.3
662	9/1/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare exhibits to settlement stip.	2.5
662	9/8/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with OC regarding settlement share calculation.	0.3
662	9/13/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and respond to OC e-mail regarding settlement share calculation and revision to settlement stip regarding same.	0.7
662	9/19/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with client regarding declaration for MPA.	0.3
662	9/20/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revision to settlement stip and e-mail to OC regarding same.	0.8
662	9/20/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare client declaration ISO MPA.	0.5
662	9/22/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise settlement stipulation.	0.7
662	9/22/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and revise notice objection and request for exclusion forms.	2.1
662	9/22/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revision to settlement stip and e-mail to OC regarding same.	0.7
662	9/28/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review defined terms in settlement stipulation and prepare motion for preliminary approval.	6.3
662	10/3/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare declaration of Tae Kim ISO of motion for preliminary approval.	2.9
662	10/3/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with OC regarding settlement signatures.	0.1
662	10/4/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise declaration of Tae Kim ISO of motion for preliminary approval.	3
662	10/5/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare motion for preliminary approval.	3.2

Collins Kim

Time Entries (By Timekeeper)

662	10/5/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with OC regarding settlement signatures.	0.1
662	10/6/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare plaintiff declaration ISO MPA.	0.7
662	10/9/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Continue preparation of motion for preliminary approval.	2.9
662	10/10/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare proposed order.	2.1
662	10/10/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with OC regarding settlement signatures.	0.1
662	10/12/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with consultant regarding exposure assumptions for preliminary approval motion.	0.3
662	10/12/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review exposure analysis for MPA.	0.3
662	10/13/2023	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise and finalize Motion for Preliminary Approval.	3
662	1/24/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review tentative ruling regarding MPA.	0.6
662	1/25/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with opposing counsel regarding incorporation of court's tentative ruling to revised settlement.	0.2
662	1/26/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Itemize additional edits for preliminary approval and settlement stip.	1
662	1/28/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Amend settlement stipulation.	0.9
662	1/29/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise settlement stipulation.	0.4
662	2/14/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with OC regarding PAGA calculation.	0.1
662	3/7/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Analysis regarding escalator clause and communication with opposing counsel regarding same.	0.9
662	3/21/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise settlement documents.	3.1
662	3/21/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and finalize amendment to settlement stipulation.	0.6
662	3/21/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise request for exclusion and objection forms.	0.9

Collins Kim

Time Entries (By Timekeeper)

662	3/21/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and finalize amended settlement documents.	1.7
662	3/21/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review PAGA letter to identify release scope.	0.8
662	3/21/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review tentative ruling for supplemental briefing.	1
662	3/22/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revision to settlement stipulation.	0.7
662	3/22/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revisions to amended settlement documents and e-mails to OC regarding same.	0.5
662	3/22/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare supplemental briefing for Motion for Preliminary Approval.	2.8
662	3/22/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Continue preparing supplemental briefing for Motion for Preliminary Approval.	1.5
662	3/26/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with claims administrator and opposing counsel regarding claims estimates.	0.3
662	4/16/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise and finalize supplemental brief and accompanying documents.	4.7
662	4/16/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revision to settlement stipulation.	0.4
662	4/16/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Finalize supplemental briefing for MPA.	2.1
662	4/16/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review CPT declaration ISO MPA.	0.7
662	4/16/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise proposed order for MPA.	0.8
662	4/17/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further revisions to supp motion.	2.1
662	4/17/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare supplemental declaration of Tae Kim ISO MPA.	0.8
662	5/29/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review tentative ruling regarding MPA.	0.5
662	7/29/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare amended settlement stipulation and supporting documnets.	3.7
662	7/30/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and revise second amended settlement stip.	1.1
662	8/5/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with opposing counsel regarding settlement stipulation.	0.1

Collins Kim

Time Entries (By Timekeeper)

662	8/7/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with opposing counsel regarding amended settlement stipulation and prepare document comparison of changes.	0.3
662	8/7/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Additional follow up with opposing counsel regarding signatures.	0.1
662	8/7/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with OC regarding amendment to settlement stipulation.	0.2
662	8/28/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare supplemental brief.	2.5
662	8/29/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Finalize supplemental MPA and accompanying documents.	3
662	8/29/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review prior tentative ruling and conform revised order.	2.3
662	9/3/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further review and finalize motion and exhibits.	3
662	10/25/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise proposed order.	0.3
662	10/25/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with claims administrator regarding preliminary approval.	0.3
662	11/4/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review notice packet documents from CPT and communications with CPT regarding same.	1.6
662	12/6/2024	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with class member regarding settlement.	0.2
662	1/16/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with CPT regarding claims.	0.2
662	2/3/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review court standing order regarding final approval motion.	0.4
662	2/3/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Research regarding additional legal authorities ISO MFA.	3
662	2/4/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare motion for final approval.	1.1
662	2/5/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare MFA.	7.2
662	2/5/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare client declaration ISO MFA.	0.6

Collins Kim

Time Entries (By Timekeeper)

662	2/5/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communication with client regarding declaration.	0.2
662	2/6/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review tentative ruling regarding MPA.	0.5
662	2/6/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Communications with opposing counsel regarding tentative ruling.	0.2
662	2/6/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise MFA.	1.5
662	2/6/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare proposed judgement for MFA.	3
662	2/6/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Conform evidentiary content in MFA.	2.8
662	2/7/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Review and propose additional edits for claims administrator declaration.	0.9
662	2/12/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Prepare Tae Kim declaration ISO MFA.	6.2
662	2/12/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise MFA.	2.1
662	2/18/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Further review and revise MFA/cross check standing order	3.2
662	2/18/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise and finalize Kim Decl. ISO MFA.	1.2
662	2/18/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Revise proposed judgment.	0.3
662	2/19/2025	Leydi Morales	00135- Morales v. Mastroianni	Tae Kim	Finalize MFA and remaining documents.	3.8
				Dawn Collins Total	11.5	
				Tae Kim Hours Total	195.3	

EXHIBIT E

Morales v. Mastroianni
Collins Kim Cost Itemization

Bill ID	Date	Client	Matter	Activity	Description	Total
663	6/13/2023	Leydi Moral	00135- Morales v. Mastroianni	Expert Consultant	Consultant damage analysis.	19494
663	11/20/2023	Leydi Moral	00135- Morales v. Mastroianni	Expert Consultant	Consultant Fee.	463.5
663	4/28/2023	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Status conference statement filing fee.	42.2
663	7/11/2023	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Joint CMC Statement filing fee.	42.2
663	7/11/2023	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Stipulation to continue CMC and Order	141.45
663	10/23/2023	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Filing fee for motion for preliminary approval.	82.2
663	4/18/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Filing fee for supplemental brief ISO motion	17.2
663	9/6/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Proof of Service	24.2
663	9/6/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Supplemental Brief.	21.95
663	9/9/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Revised Supplemental Brief.	24.2
663	10/25/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Filing fee for proposed order.	19.95
663	10/30/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Filing fee for revised notice.	22.2
663	11/1/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	courtesy copy for revised order.	60
663	11/11/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Courtesy copy of revised order.	60
663	11/11/2024	Leydi Moral	00135- Morales v. Mastroianni	Filing Fee	Filing fee for revised notice.	23.2
663	5/17/2023	Leydi Moral	00135- Morales v. Mastroianni	Mediation	Mediation Fee.	1912.5
				Expert Fees		19957.5
				Filing Fees		580.95
				Mediation Fee		1912.5
				Total		22450.95

Stout Itemization

Date	Employee	Description	Hours	Rate	Amount	Further Explanation
5/8/2023	Ariel Kumpinsky	Managed analyses.	0.60	495.00	297.00	Answered colleague questions and developed analysis methodology.
5/8/2023	Brendan Tecce	Read in time data.	3.80	345.00	1,311.00	Started process to turn time punches into usable form.
5/9/2023	Ariel Kumpinsky	Managed analyses.	0.50	495.00	247.50	Answered colleague questions and reviewed data issues.
5/9/2023	Brendan Tecce	Read in time data.	2.70	345.00	931.50	Continued process to turn time punches into usable form.
5/10/2023	Ariel Kumpinsky	Managed analyses.	0.60	495.00	297.00	Reviewed data processing code.
5/10/2023	Brendan Tecce	Read in time and pay data	5.90	345.00	2,035.50	Continued process to turn time punches into usable form and processed payroll data.
5/11/2023	Ariel Kumpinsky	Managed analyses.	0.60	495.00	297.00	Answered colleague questions and reviewed methodology.
5/11/2023	Brendan Tecce	Worked on exposure anal	2.60	345.00	897.00	Combined time and pay together.
5/12/2023	Ariel Kumpinsky	Managed analyses.	0.50	495.00	247.50	Answered colleague questions and reviewed methodology.
5/12/2023	Brendan Tecce	Worked on exposure anal	1.10	345.00	379.50	Combined time and pay together.
5/15/2023	Brendan Tecce	Worked on exposure anal	4.20	345.00	1,449.00	Wrote analysis code to determine meal, rest, minimum wage, and OT issues.
5/16/2023	Zach Lewis	Reviewed code.	0.70	345.00	241.50	Reviewed analysis code.
5/16/2023	Ariel Kumpinsky	Managed analyses.	0.50	495.00	247.50	Answered colleague questions.
5/16/2023	Brendan Tecce	Worked on exposure anal	4.50	345.00	1,552.50	Continued analysis code to determine meal, rest, minimum wage, and OT issues.
5/17/2023	Zach Lewis	Reviewed code.	0.80	345.00	276.00	Reviewed analysis code.
5/17/2023	Brendan Tecce	Worked on exposure anal	5.20	345.00	1,794.00	Continued analysis code to determine meal, rest, minimum wage, and OT issues.
5/18/2023	Zach Lewis	Reviewed code.	1.30	345.00	448.50	Reviewed analysis code.
5/18/2023	Brendan Tecce	Worked on exposure analysis and prepared exposure sandbox.	7.10	345.00	2,449.50	Wrote code to calculate penalties (203, 204, 226, etc.) based on issues above.
5/19/2023	Zach Lewis	Reviewed code.	1.40	345.00	483.00	Reviewed analysis code.
5/19/2023	Brendan Tecce	Prepared exposure sandbox	5.60	345.00	1,932.00	Created client deliverable (dynamic spreadsheet with individualized analyses).
5/22/2023	Brendan Tecce	Updated exposure sandbox	2.30	345.00	793.50	Finalized client deliverable (dynamic spreadsheet with individualized analyses) and QC'd for data integrity.

Stout Itemization					
6/1/2023	Ariel Kumpinsky	Updated analyses.	0.70	495.00	346.50 Directed updated analyses.
6/1/2023	Sam Parhamfar	Managed analyses.	1.80	300.00	540.00 Analyzed meal data to determine the impact of meal waivers
10/12/2023	Zach Lewis	Conducted analysis.	0.60	360.00	216.00 Created explanation of how exposure analysis calculations were made.
10/12/2023	Ariel Kumpinsky	Managed analyses.	0.50	495.00	247.50 Reviewed explanation and typed e-mail explanation to Counsel.
				\$	19,957.50