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Tel: (213) 341-0238 / Fax: (310) 341-0239

Attorneys for Plaintiff, Leydi Morales

**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

**SECOND SUPPLEMENTAL
DECLARATION OF TAE KIM IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 24, 2024
Time: 2:00 p.m.
Dept: CX104

Complaint Filed: October 14, 2022

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1. I am a partner with the law firm, Collins Kim LLP, one of the counsels of record for the named plaintiff Leydi Morales (“Plaintiff”) in the above-captioned action, *Morales v. Mastroianni Family Enterprises, LTD*. I make this declaration on the basis of personal knowledge, except as to those matters stated on information and belief. If called as a witness, I could and would readily and competently testify to all matters stated in this Declaration. I make this supplemental declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. Plaintiff previously filed her Motion for Preliminary Approval. The Court, in its tentative ruling, raised several questions and comments to the settlement. This Second Supplemental Declaration along with the Amendment to the Amended Settlement Stipulation (“Amendment”) are intended to address the Court’s questions and comments. The Amendment is attached as **Exhibit A**, as well as the amended Notice and amended Spanish translation of the Notice.

3. Attached as **Exhibit B**, is a true and correct copy of an itemization of tasks and time expended by Plaintiff's expert consultant in support of is invoices submitted in this matter.

4. Redlines of the amended Notice of Class Action and Private Attorney General Act Settlement and Spanish translation (“Notice”) and the Proposed Order are attached as **Exhibit C**.

5. On August 28, 2024, the Plaintiff submitted the Amendment to the Labor and Workforce Development Agency (“LWDA”). A true and correct copy of the confirmation of submission is attached as **Exhibit D**.

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

Executed on September 3, 2024, at Los Angeles, California.

The 2

Tae Kim

EXHIBIT A

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Tara Zabehi (SBN 314706)
Margaux Gundzik (SBN 340116)
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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
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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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
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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)
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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
Representative Action Settlement was set for hearing before the Honorable Melissa R.
McCormick (the "Court").

2. Prior to the May 30, 2024, hearing, the Court issued a tentative ruling identifying
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.

II. AMENDMENTS

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.

2. The definition of PAGA Released Claims (paragraph 22 of the Amended Settlement Stipulation) is amended to mean the following: 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, by the Aggrieved Employees against the Released Parties. 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.

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.

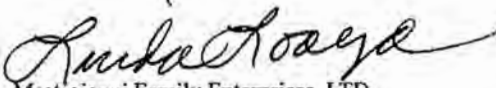
6. The Notice of Class Action and Private Attorney General Act Settlement, Exhibit A to the Amended Settlement Stipulation, shall be modified, amended and replaced by the modified Notice of Class Action and Private Attorney General Act Settlement.

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 A

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 February 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 (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 \$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 [REDACTED], 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 [REDACTED], 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 [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 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 febrero 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.

-2-

¿ALGUNA PREGUNTA? LLAME AL 1-XXX-XXX-XXXX

¿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

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

Abogado defensor

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

¿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 (el treinta y cinco por ciento del Monto Bruto del Acuerdo) y el reembolso de los costes reales y razonables incurridos en la Acción que no superen los \$26,700.00. Además, los Abogados del Grupo solicitarán al Tribunal que autorice el pago de una Compensación por Mejora de la Representante del Grupo de hasta \$7,500.00 a la Demandante por su esfuerzo en la tramitación de la Demanda en nombre del Grupo y de los Empleados Agraviados. Las Partes estiman que 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 períodos de pago trabajados durante el Período PAGA.

Si un cheque de Pago del Acuerdo Individual y/o un cheque de Pago PAGA Individual permanece sin

-3-

¿ALGUNA PREGUNTA? LLAME AL 1-XXX-XXX-XXXX

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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 <<>> semanas durante el Periodo de la Demanda Colectiva. Basándose en esta información, su pago de liquidación individual estimado será <<>>.

Los registros del Demandado reflejan que usted trabajó <<>> períodos de pago durante el Período PAGA. Basándose en esta información, su pago PAGA individual estimado será de <<>>.

Si desea impugnar las semanas trabajadas, o los períodos 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 <<>>. 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 Período 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 períodos 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 períodos 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 períodos de comida

conformes y de pago de las sanciones por períodos de comida requeridas; (e) no reembolsar los gastos comerciales; (f) no pagar puntualmente los salarios en cada período 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 _____, 2024 y devolverse al Administrador del Acuerdo a la siguiente dirección:

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

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 _____, 2024 y ser devuelta al Administrador del Acuerdo a la siguiente dirección:

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

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, en [REDACTED], 2024 en [REDACTED] 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-XXX-XXX 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.

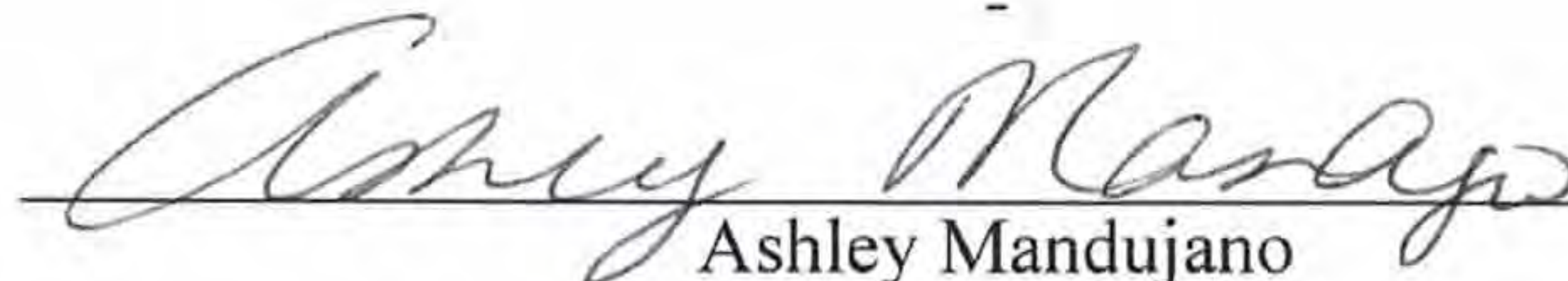
-6-

¿ALGUNA PREGUNTA? LLAME AL 1-XXX-XXX-XXXX

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 31 day of July 2024


Notary Public Signature

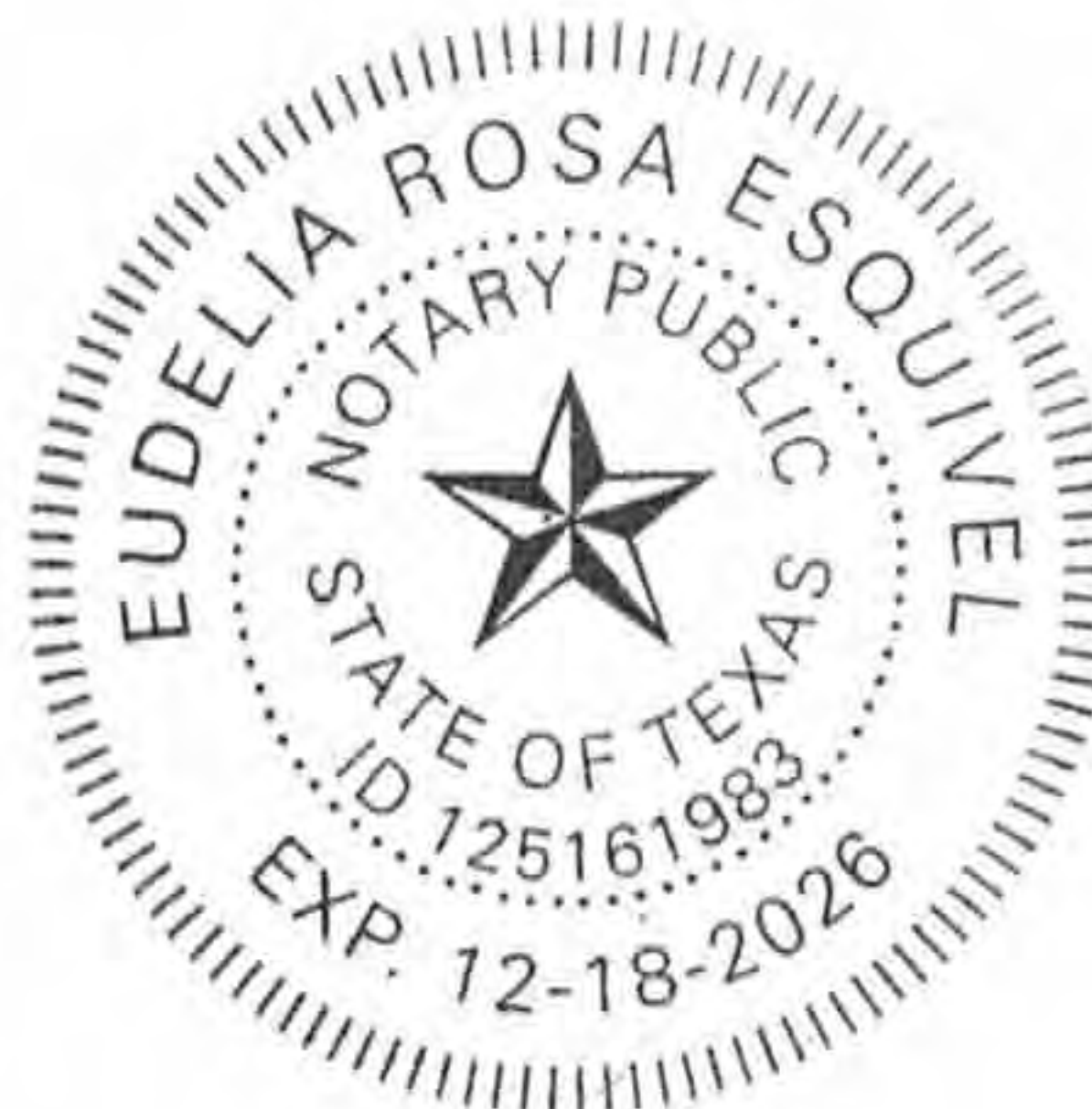


EXHIBIT B

Date	Employee	Description	Hours	Rate	Amount
5/8/2023	Ariel Kumpinsky	Managed analyses.	0.60	495.00	297.00
5/8/2023	Brendan Tecce	Read in time data.	3.80	345.00	1,311.00
5/9/2023	Ariel Kumpinsky	Managed analyses.	0.50	495.00	247.50
5/9/2023	Brendan Tecce	Read in time data.	2.70	345.00	931.50
5/10/2023	Ariel Kumpinsky	Managed analyses.	0.60	495.00	297.00
5/10/2023	Brendan Tecce	Read in time and pay data	5.90	345.00	2,035.50
5/11/2023	Ariel Kumpinsky	Managed analyses.	0.60	495.00	297.00
5/11/2023	Brendan Tecce	Worked on exposure anal	2.60	345.00	897.00
5/12/2023	Ariel Kumpinsky	Managed analyses.	0.50	495.00	247.50
5/12/2023	Brendan Tecce	Worked on exposure anal	1.10	345.00	379.50
5/15/2023	Brendan Tecce	Worked on exposure anal	4.20	345.00	1,449.00
5/16/2023	Zach Lewis	Reviewed code.	0.70	345.00	241.50
5/16/2023	Ariel Kumpinsky	Managed analyses.	0.50	495.00	247.50
5/16/2023	Brendan Tecce	Worked on exposure anal	4.50	345.00	1,552.50
5/17/2023	Zach Lewis	Reviewed code.	0.80	345.00	276.00
5/17/2023	Brendan Tecce	Worked on exposure anal	5.20	345.00	1,794.00
5/18/2023	Zach Lewis	Reviewed code.	1.30	345.00	448.50
5/18/2023	Brendan Tecce	Worked on exposure analysis and prepared exposure sandbox.	7.10	345.00	2,449.50
5/19/2023	Zach Lewis	Reviewed code.	1.40	345.00	483.00
5/19/2023	Brendan Tecce	Prepared exposure sandbox	5.60	345.00	1,932.00
5/22/2023	Brendan Tecce	Updated exposure sandbox	2.30	345.00	793.50
6/1/2023	Ariel Kumpinsky	Updated analyses.	0.70	495.00	346.50
6/1/2023	Sam Parhamfar	Managed analyses.	1.80	300.00	540.00
10/12/2023	Zach Lewis	Conducted analysis.	0.60	360.00	216.00
10/12/2023	Ariel Kumpinsky	Managed analyses.	0.50	495.00	247.50
					\$ 19,957.50

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 February 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 (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 \$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 [REDACTED], 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 [REDACTED], 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 [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 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 febrero 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
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

¿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 (el treinta y cinco por ciento del Monto Bruto del Acuerdo) y el reembolso de los costes reales y razonables incurridos en la Acción que no superen los \$26,700.00. Además, los Abogados del Grupo solicitarán al Tribunal que autorice el pago de una Compensación por Mejora de la Representante del Grupo de hasta \$7,500.00 a la Demandante por su esfuerzo en la tramitación de la Demanda en nombre del Grupo y de los Empleados Agraviados. Las Partes estiman que 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 Período 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 <<>> semanas durante el Periodo de la Demanda Colectiva. Basándose en esta información, su pago de liquidación individual estimado será <<>>.

Los registros del Demandado reflejan que usted trabajó <<>> períodos de pago durante el Período PAGA. Basándose en esta información, su pago PAGA individual estimado será de <<>>.

Si desea impugnar las semanas trabajadas, o los períodos 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 <<>>. 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 Período 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 períodos 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 períodos 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 períodos de comida conformes y de pago de las sanciones por períodos de comida requeridas; (e) no reembolsar los gastos comerciales; (f) no pagar puntualmente los salarios en cada período 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 [REDACTED], 2024 y devolverse al Administrador del Acuerdo a la siguiente dirección:

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

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 [REDACTED], 2024 y ser devuelta al Administrador del Acuerdo a la siguiente dirección:

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

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

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 February 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 AND 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 ~~AND~~, 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
~~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 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 (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~~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~~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:~~ 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; ~~and (h) all other claims for civil penalties recoverable under the Private Attorneys General Act Labor Code § 2698 et seq., based on the~~ ~~claims~~ facts alleged in the Complaint and ~~thein~~ 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) ~~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]
[redacted], [redacted] [redacted]
[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. ~~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]
[redacted], [redacted] [redacted] [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 [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.mastroiannissettlement.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.mastroianissettlement.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 ~~contray.~~ 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 ~~en~~ 2024 en el 13 de febrero 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 ~~QUEDARÁ VINCULADO~~ ESTARÁ OBLIGADO POR LA EXENCIÓN DE RECLAMACIONES DESCRITA EN ESTA NOTIFICACIÓN ~~Y~~, EL ACUERDO DE ~~CONCILIACIÓN PRESENTADO~~ 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, ~~la~~ siguiente ~~clase (la "Clase"); 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 ~~de la Clase~~)-~~del Grupo~~").

LA ACCIÓN PAGA:

SI USTED ES UN EMPLEADO ~~AGRAVIADO~~PERJUDICADO, TIENE DERECHO A RECIBIR UN PAGO INDIVIDUAL DEL ACUERDO DE LA ACCIÓN PAGA Y QUEDARÁ VINCULADO POR LA EXENCIÓN DE RECLAMACIONES DESCRITA EN ~~ESTE AVISO Y ESTA NOTIFICACIÓN~~, EL ACUERDO DE ~~LIQUIDACIÓN PRESENTADO~~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
~~515 South Flower Street, 18th Floor~~
~~Los Angeles, California 90071~~
213-314-0238

Abogado defensor

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

¿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 (el treinta y cinco por ciento del Monto Bruto del Acuerdo) y el reembolso de los costes reales y razonables incurridos en la Acción que no superen los \$26,700.00. Además, los Abogados del Grupo solicitarán al Tribunal que autorice el pago de una Compensación por Mejora de la Representante del Grupo de hasta \$7,500.00 a la Demandante por su esfuerzo en la tramitación de la Demanda en nombre del Grupo y de los Empleados Agraviados. Las Partes estiman que el coste de administración del Acuerdo no superará los ~~\$18,900.12,750.~~ 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 ~~Monto~~**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 Período 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.

~~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.

~~¿A cuánto ascenderá?~~ Cuál será el importe de mi pago?

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

Los registros del Demandado reflejan que usted trabajó <>> períodos de pago durante el Período PAGA. Basándose en esta información, su pago PAGA individual estimado será de <>>.

Si desea impugnar las semanas trabajadas, o los períodos 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 <>>. 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 Período 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 períodos 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 períodos 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 ~~todas y cada una de las reclamaciones PAGA que el Demandante alegó contra las Partes Exoneradas, en nombre de los Empleados Agraviados, con base en los hechos expuestos en la Demanda y en la carta de notificación de la LWDA del Demandante, que incluyen reclamaciones PAGA que buscan sanciones civiles que se basan en:~~ disponibles en virtud de PAGA por (a) falta de pago ~~del salario mínimo;~~

de salarios mínimos; (b) falta de pago de salarios por horas extras; (c) falta de cumplimiento provisión de ~~los~~ períodos de comida conformes y de pago de las multas correspondientes; (d) ~~falta de cumplimiento de los~~ sanciones por períodos de ~~deseanso y de~~ pago de las multas

~~correspondientes comida requeridas; (e) falta de reembolso de no reembolsar~~ los gastos comerciales; ~~(f) falta de pago oportuno de no pagar puntualmente~~ los salarios en cada período y en el momento de la separación del empleo; ~~y (g) falta de presentación de no proporcionar~~ declaraciones salariales detalladas y precisas; ~~y (h) todas las demás reclamaciones de multas civiles recuperables en virtud de basadas en los hechos alegados en la Demanda y en la carta de notificación de la LWDA del Demandante a la Ley de Abogados Generales Privados Código Laboral § 2698 y siguientes, sobre que se hace referencia en la base de las reclamaciones alegadas en la demanda y en la carta de notificación de la LWDA misma..~~ Las Reclamaciones Exoneradas de PAGA no eximen a ningún Empleado Agravado 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) ~~indicar los motivos de la oposición;~~ (3) estar firmada por usted; y (3) llevar matasellos con fecha no posterior a [redacted] 2024 y devolverse al Administrador del Acuerdo a la siguiente dirección:

~~por usted; y (4) llevar matasellos con fecha [redacted], 2024 y devolverse al no posterior a del Acuerdo a la siguiente~~ **Administrador**
dirección:

CPT
Morales v. Mastroianni Family Enterprises, LTD Settlement

P.O. Box [redacted]

[Ciudad], [Estado] [Código postal]
50 Corporate Park,
Irvine, CA 92606

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. ~~Cualquier Miembro del Grupo que no presente oposiciones por escrito o en la Audiencia del Acuerdo se considerará que ha renunciado a cualquier oposición y no podrá presentar oposiciones (ya sea por apelación o de otro modo) al Acuerdo. 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  2024 y ser devuelta al Administrador del Acuerdo a la siguiente dirección:

CPT

Morales v. Mastroianni Family Enterprises, LTD Settlement

P.O. Box
[Ciudad], [Estado] [Código postal]
50 Corporate Park,
Irvine, CA 92606

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, en [redacted], 2024 en [redacted] 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 ~~puede~~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-XXX-XXX 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.

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

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

Date: October 24, 2024
Time: 2:00 p.m.
Dept: CX104

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 ~~May 30~~October 24, 2024,
3 the Honorable Melissa R. McCormick presiding. Having reviewed Plaintiff's Motion and
4 accompanying declarations and exhibits ~~as well as~~, Plaintiff's Supplemental brief and
5 accompanying declarations and exhibits, and the supplemental Declaration of Tae Kim in
6 support of the Motion and accompanying exhibits, the Court hereby finds and orders as follows:

7 1. This Order hereby incorporates by reference the definitions in the Amended
8 Settlement Stipulation submitted with the Supplemental Brief in support of the Motion and also
9 attached hereto as Exhibit "A" (~~"Stipulation"~~), and all terms herein shall have the same meaning
10 as set forth in the Stipulation. ~~The Notice, Request for Exclusion, as well as the Amendment to~~
11 the Amended Settlement Stipulation and ~~Objection Forms are also~~accompanying Exhibit, which
12 is attached as Exhibit ~~A-B~~. The Amended Settlement Stipulation and Amendment to the
13 Amended Settlement Stipulation are collectively referred to as "Stipulation."

14 2. The Amended Notice of Class Action and PAGA Settlement is attached as
15 Exhibit C; the Request for Exclusion is attached as Exhibit D; and the Objection Form is
16 attached as Exhibit E.

17 2.3. The Court finds on a preliminary basis that the Settlement memorialized in the
18 Stipulation appears to be fair, adequate and reasonable, and in the best interests of the absent
19 Class Members, and therefore meets the requirements for preliminary approval.

20 3.4. The Court provisionally certifies for settlement purposes only, the following
21 class: all current and former non-exempt employees of Defendant who worked for Defendant in
22 California from October 14, 2018, through October 23, 2023 ("Class Period"). The Court adopts
23 the definition of Aggrieved Employees and PAGA Period set forth in the Stipulation, which are
24 as follows:

- 25 a. Aggrieved Employees means all current and former non-exempt employees of
26 Defendant who worked in the State of California at any time during the PAGA
27 Period.
28 b. The PAGA Period is the period October 14, 2021 through October 23, 2023.

1 4.5. The Court preliminarily finds, for purposes of settlement only, that the class meets
2 the requirements for certification under California Code of Civil Procedure § 382 in that: 91) the
3 class is so numerous that joinder of all members is impractical; (2) there are questions of law
4 and fact that are common to the Settlement Class Members which predominate over
5 individualized issues; (3) Plaintiff's claims are typical of the claims of the class; (4) Plaintiff and
6 his counsel will fairly and adequately protect the interests of the class; and (5) a class action is
7 superior to other available methods for the fair and efficient adjudication of the controversy.

8 5.6. The Court preliminarily finds that the settlement was the result of arm's length
9 negotiations conducted after adequate investigation of the claims at issue in this action.

10 6.7. The Court preliminarily appoints, for settlement purposes only, Plaintiff Leydi
11 Morales as class representative.

12 7.8. The Court preliminarily appoints, for settlement purposes only, Tae Kim and
13 Dawn Collins of Collins Kim, LLP and Arby Aiwarzian, Joanna Ghosh, and Brian J. St. John of
14 Lawyers for Justice, PC as Class Counsel.

15 8.9. The Court preliminarily appoints CPT Group as the Settlement Administrator to
16 administer the settlement pursuant to the terms of the Stipulation. The Claims Administrator is
17 instructed to administer the settlement in accordance with the Stipulation.

18 9.10. The Court approves as to form and content: (1) the Notice of ~~Pendency of Class~~
19 Action and Private Attorney General Act Settlement ~~and Estimated Individual Settlement~~
20 ~~Payment~~ ("Class Notice"), which will include an estimate of the number of workweeks worked
21 during the Class Period as well as a statement as to how Aggrieved Employees' individual
22 portions of the PAGA Payment is calculated; (2) Notice of Objection; and (3) Request for
23 Exclusion ((1)-(3) collectively "Notice Packet"), and accompanying Spanish translations of the
24 forgoing documents. The Court finds the notice plan as set forth in the Stipulation is the best
25 means practicable under the circumstances for providing notice to the Class Members and
26 Aggrieved Employees, and when completed, shall constitute due and sufficient notice of the
27 class action, the proposed Settlement, and the final approval hearing to all persons entitled to
28 such notice, in full compliance with due process and the notice requirements of California Code

of Civil Procedure, § 878.6.

10-11. The Court adopts the following procedures for objections, exclusions, and disputes, as set forth in the Stipulation:

Notice

- a. The Notice Packets shall be mailed out by the Claims Administrator within fourteen (14) days of the date this Court’s order granting Plaintiff’s Motion for Preliminary Approval.
- b. Prior to mailing the Notice Packets, the Settlement Administrator shall process the Class Information list against the National Change of Address (“NCOA” Database maintained by the United States Postal Service (“USPS”). It shall be conclusively presumed that if the Notice Packet is not returned as “undeliverable,” the Settlement Class Member received the Notice Packet.
- c. The Class Notice will inform Class Members that, unless they request to be excluded from the Settlement by the Response Deadline (defined as 60 calendar days after the Notices are mailed), 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 Class Members’ Released Claims- and PAGA Released Claims as to the Aggrieved Employees. The ~~Class-Notice and all accompanying documents~~ Packet will be in English and translated into Spanish. The Class Notice will also identify the website url for the settlement website where Class Members may obtain additional information about the settlement.
- d. The Class Notice will inform Class Members of their right to request exclusion from the Settlement and the procedure for doing so and of their right to object to the Settlement and the procedure for doing so.
- e. The Class Notice shall include a statement as to the number of workweeks worked during the Class Period attributable to the Class Member as well as an explanation for how the workweeks worked will be used to calculate the Individual Settlement Payments. The Class Notice shall also include a statement as to how the Aggrieved

Employee's individual's portion of the PAGA Payment was calculated.

- f. With respect to Notice Packets that are returned as undeliverable, if a forwarding address is provided by the USPS, the Settlement Administrator shall re-mail the Notice Packet within three (3) business days. If a Notice Packet is "undeliverable" and no forwarding address is provided, the Settlement Administrator shall employ standard skip-tracing to obtain updated address information and shall re-mail the Notice Packet to those Settlement Class Members. All re-mailings to skip-traced Settlement Class Members shall be promptly performed during the notice and opt-out period and must be completed no later than ten (10) days prior to the Response Deadline. To the extent that Class Counsel becomes aware of new contact information for any Settlement Class Member, Class Counsel shall promptly communicate that information to the Settlement Administrator. Within two (2) business days of receiving such information, the Settlement Administrator shall cause a Notice Packet to be mailed to the Settlement Class Member's updated address.

Workweek/Pay Period Disputes

- g. 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.

Requests for Exclusion

- h. Class Members who wish to exclude themselves from (or “opt out” of) the Settlement must submit timely, written requests for exclusion by the Response Deadline. 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.
- i. 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.
- j. 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.

Objections

- k. Settlement Class Members who do not opt out of the Settlement and wish 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.

1. 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.

~~11.12.~~ The Court sets the following implementation schedule:

Deadline for Settlement Administrator to mail Notice Packets to Class Members and Aggrieved Employees	<u>November 7, 2024</u> (no more than 14 days after entry of the Preliminary Approval Order)
Deadline for Class Members to submit a Notice of Objection or Request for Exclusion (“Response Deadline”)	<u>January 6, 2025</u> (60 days after Notices are mailed)
Deadline for Plaintiff to file a Motion for Final Approval of Class Action Settlement, Respond to any Objections, and file Declarations and Briefs in Support of Fee Award	<u>January 22, 2025</u>
Final Approval Hearing	<u>February 13, 2025</u> , at 2:00 p.m., Dept. CX104

~~12.13.~~ The Court will retain jurisdiction to enforce the settlement pursuant to California Code of Civil Procedure Section 664.6.

~~13.14.~~ The Parties are ordered to carry out the Settlement according to the terms of the Stipulation.

IT IS SO ORDERED.

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Dated: ~~May 30~~October 24, 2024

Hon. Melissa R. McCormick
Superior Court Judge

1 Dated: ~~May 30~~October 24, 2024

2 Hon. Melissa R. McCormick
3 Superior Court Judge
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EXHIBIT D

From: [DIR PAGA Unit](#)
To: [Tae Kim](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, August 28, 2024 1:12:58 PM

08/28/2024 01:12:32 PM

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

Item submitted: Proposed Settlement

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

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