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9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

11 RODIN ULLOA ULLOA, individually, and
12 on behalf of all others similarly situated,

13 Plaintiff,

14 vs. REUSEO, LLC, a California limited
15 liability company, JAMES CASTELLO, an
16 individual, and DOES 1 through 50,
inclusive,

17 Defendants.
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CASE NO. CGC-25-626049

Assigned for All Purposes to:
Hon. Jeffrey Ross
Dept. 613

DECLARATION OF J. KIRK DONNELLY IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT

*[Notice; Memorandum of Points and
Authorities; Declarations of Rodin Ulloa-
Ulloa and Michael Sutherland; {Proposed}
Order; and Proof of Service filed concurrently
herewith]*

Date: June 26, 2026
Time: 9:00 a.m.
Dept.: 613

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1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Law Offices of J. Kirk Donnelly, APC, counsel of record for Plaintiff Rodin Ulloa Ulloa (“Plaintiff”). I make this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and Private Attorneys General Act (“PAGA”) Settlement. If called to testify as to the within facts, I would and could competently do so.

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1 alleges Reuseo of failing to pay all wages due, including minimum and overtime wages, and he
2 contends Defendant failed to properly record and pay for all hours worked and on occasion failed
3 to pay daily overtime wages when employees worked over 8 hours in a shift. Next, Plaintiff
4 alleges Reuseo failed to provide timely and uninterrupted duty-free meal and rest periods.
5 Plaintiff also argues that, in addition to maintaining non-compliant written meal and rest break
6 policies, review of the time and payroll data provided by Defendant suggests significant de facto
7 break violations for late, short, or missed meal breaks. Plaintiff also alleged he and the Class
8 Members were required to use their personal cell phones without any reimbursement. Finally,
9 Plaintiff alleges derivative violations for failing to provide accurate itemized wage statements and
10 failing to timely pay wages upon separation of employment.

11 6. Based on these allegations, Plaintiff filed his class action complaint against Reuseo
12 on or about June 6, 2025. Plaintiff also submitted his written notice to the LWDA and to
13 Defendant on July 14, 2025. After service of the complaint, Defendant answered and further
14 submitted a request to deem the matter complex, which the Court approved on November 14,
15 2025.

16 7. Once the matter was at issue and deemed complex, Plaintiff served an initial round
17 of written discovery. The Parties then began meeting and conferring on discovery, potential law
18 and motion, and other case management issues, and ultimately agreed to attempt early mediation.
19 The Parties then engaged in extensive informal discovery to facilitate an exchange of information
20 necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel reviewed
21 payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and a
22 random sampling paystubs and time records produced by Reuseo for about 25% of the putative
23 class. Defendant also provided documents reflecting its wage and hour policies and practices
24 during the Class Period, and data regarding the total number of current and former employees, the
25 estimated total amount of workweeks and pay periods they worked, and average hourly pay rates,
26 among other relevant data.

27 8. The Parties then engaged Michael Young, Esq., a highly respected mediator with
28 extensive wage and hour class action experience and, in February 2026, participated in a full-day

1 mediation with Mr. Young. At the mediation, throughout the day, the arms-length negotiations
2 were hard-fought and adversarial as the Parties exchanged extensive information on their legal
3 and factual positions and made numerous offers and counteroffers. After a full day of
4 negotiations, the Parties reached agreement on all major issues. They then collaboratively drafted
5 the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) setting forth the
6 full and final settlement terms.

7 9. Finally, in order secure Court approval for the proposed settlement, Plaintiff filed
8 his first amended complaint on March 13, 2026, adding a cause of action under PAGA. The FAC
9 is the operative complaint for purposes of settlement.

10 **THE PROPOSED SETTLEMENT TERMS**

11 10. Under the proposed settlement, Reuseo will pay \$131,260.00 into a common fund,
12 the Gross Settlement Amount (“GSA”). Reasonable attorney’s fees of up to one-third of the GSA,
13 or \$47,753.33, actual litigation costs of up to \$15,000, a reasonable enhancement award to
14 Plaintiff of up to \$10,000, settlement administration costs of no more than \$6,590, and \$5,000 for
15 alleged civil penalties under PAGA all will be paid from the GSA. The remainder of about
16 \$50,917 will be allocated among the Participating Class Members based on their total weeks
17 worked during the Class Period. No portion of the GSA will revert to Defendant.

18 11. The settlement provides for conditional certification of a settlement class including
19 all individuals employed by Defendant in California as a non-exempt employee during the Class
20 Period, which runs from June 6, 2021 and February 10, 2026 (“Settlement Class”). Reuseo
21 estimates the Settlement Class consists of approximately 171 individuals.

22 12. As noted, at least \$50,917 from the GSA will be distributed to the Participating
23 Class Members. This is a cash settlement that does not require Participating Class Members to
24 submit a claim form to receive their settlement share. Participating Class Members will receive
25 their settlement checks automatically via First Class U.S. Mail. One-third of each settlement
26 share will be allocated to wages and the remaining two-thirds will be allocated to penalties,
27 unreimbursed expenses, and interest. Reuseo will pay any and all applicable employer-side
28 payroll taxes separately and in addition to the GSA. Subject to the Court’s approval, any amounts

1 not claimed (because a class member does not cash his or her settlement check) will be forwarded
2 to the California State Controller's Unclaimed Property Fund.

3 13. Each Participating Class Member will receive a share of the Net Settlement Sum
4 based on his or her position held and total weeks worked for Reuseo during the Class Period
5 while employed as a non-exempt employee. Thus, each Class Member's Individual Settlement
6 Payment will be calculated using criteria typically used in determining appropriate amounts of
7 alleged unpaid wages, unpaid premium wages for missed meal and rest breaks, and potential
8 statutory penalties under applicable law. These methods are intended to ensure each Class
9 Member receives a portion of the available settlement funds corresponding to the relative value of
10 his or her potential claims. The proposed allocation provides a reasonable way to compensate
11 Class Members based on the amount of time they worked for Defendant, and the number of
12 instances they missed a break, were not provided compensation in lieu of such missed breaks, or
13 lost wages due to Defendant's alleged improper payroll practices. I estimate the average class
14 settlement award will be around \$298, and awards will range from about \$7.75 to around \$1,885.
15 Per Reuseo, there are approximately 133 Aggrieved Employees, and their average PAGA award
16 will be about \$13.15.

17 14. Subject to the Court's approval, the Parties have agreed on Apex Class Action,
18 LLC as the Settlement Administrator. Apex is qualified and has significant experience
19 administering class action settlements, including numerous wage and hour matters. Apex's fees
20 will not exceed \$6,590.00.

21 15. The proposed Notice (Exhibit A to the Settlement Agreement) sets out information
22 about this case and explains the basic settlement terms in plain language. The Notice also sets
23 forth the individualized information used to calculate Class Members' Individual Settlement
24 Payments and each Class Member's estimated settlement award. The Notice likewise details the
25 procedures for Class Members to dispute their individual information, the procedure for
26 submitting an objection to the Settlement, and the procedure to request exclusion. In sum, the
27 Notice provides the Class Members with the information necessary to evaluate the Settlement,
28 provides fair opportunity to participate in, opt out of, or object to the proposed Settlement, and

1 otherwise complies with California Rules of Court 3.769(f) and 3.766(d). Coupled with the notice
2 procedure, the proposed Notice provides the Class with the best notice practicable.

3 16. Class Members will have forty-five (45) days to dispute the information in their
4 Notice used to calculate their settlement award and have 45 days to submit any objections to the
5 settlement or to request exclusion. In the event a Class Member disputes their individual
6 information, the Settlement Administrator will review the Class Member's records as well as any
7 additional information submitted and make a final determination.

8 17. All Participating Class Members will be deemed to release Defendant from all
9 Class Claims alleged in the Operative Complaint, or that could have been brought based on the
10 allegations in the Operative Complaint from June 6, 2021 to February 10, 2026, and the PAGA
11 Aggrieved Employees will release all claims under PAGA for the PAGA Period of June 6, 2024
12 to February 10, 2026. The releases are limited to the claims that were actually pleaded or could
13 have been pleaded based on the alleged facts in the Operative Complaint.

14 18. The settlement provides Defendant will not oppose a request for reasonable
15 attorney's fees not to exceed one-third of the GSA, or \$47,753.33, nor will it oppose a request for
16 reimbursement of actual litigation costs and expenses of up to \$15,000.00. Defendant also will
17 not oppose a request for an enhancement award to Plaintiff of not more than \$10,000.00 in
18 recognition of his time spent on this matter, the risks he undertook on behalf of the Class, and the
19 benefit conferred to the Class. My office will provide the Court with appropriate summaries and
20 evidence of our efforts and time expended in anticipation of the Final Approval Hearing, and
21 Plaintiff has submitted a declaration herewith. If the Court approves less than the above amounts,
22 the difference will remain in the Net Settlement Sum for distribution to the Participating Class
23 Members.

24 19. The Parties allocated \$5,000 to payment of civil penalties under PAGA for such
25 claims against Reuseo as addressed in more detail below, and which amount Plaintiff submits is
26 fair, reasonable and adequate, and consistent with PAGA's underlying purposes. As required by
27 Labor Code section 2699(l)(2), Plaintiff gave notice of the settlement and preliminary approval
28 hearing to the LWDA via its online portal.

The Proposed Settlement Class Should Be Conditionally Certified

20. In the present matter, conditional certification for settlement purposes only is proper since this matter satisfies all requirements for class certification under Code of Civil Procedure section 382. First, the class is both sufficiently numerous, consisting of approximately 171 individuals, and ascertainable by reference to Defendant's personnel and payroll records.

21. Next, for settlement purposes only Plaintiff is an adequate class representative, as his claims do not conflict with and are not antagonistic to the claims of other Class Members. Further, his claims are typical given he is a member of the Class and his respective claims arise from the same employment practices and course of conduct giving rise to the claims of the other class members.

22. Next, common questions of law and fact predominate – particularly for purposes of a Settlement Class – as the Class Members all were subject to the same meal rest break policies, the same timekeeping and payroll policies that allegedly failed to fully compensate them for all hours worked, failed to provide proper and compliant breaks, etc. Since the focus of the claims against Reuseo concerns the legality of common policies applied uniformly to the entire class, common issues predominate over individualized inquiries concerning liability. For example, Reuseo's alleged failure to properly pay for daily overtime hours at the correct overtime rate instead of the base hourly rate was company-wide policy applied equally and consistently to all class members, and this policy is either compliant with California law or it is not. Regardless of that determination, it will decide liability for all Class Members one way or another. Similarly, whether Reuseo was required to reimburse employees for use of their personal phones presents another common issue.

23. Resolving this matter for settlement purposes only as a class action is superior to other available means for the fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a) individual joinder of all members of the class is impractical, (b) class action treatment will permit a large number of similarly situated persons to resolve their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the damages suffered by many of the individual class

members are relatively small and the expenses and burden of individual litigation would make it difficult or impossible for them to seek redress on their own.

The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of Reasonableness

24. Prior to mediation, the Parties engaged in extensive informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Reuseo's payroll practices, pay stubs and time records for a sampling of class members, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. Plaintiff's Counsel are confident they obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the Class.

25. Plaintiff's analysis was supported by the pre-mediation production described above, which permitted Plaintiff's Counsel to estimate potential damages on various theories of liability. Using that data, Plaintiff ran various calculations and estimated Reuseo's likely maximum exposure on the class claims at approximately \$1,250,850, including \$61,235 on the unpaid daily overtime claim, \$287,795 on the meal break claims, \$287,795 on the rest period claims; \$65,630 on the expense reimbursement claim, \$225,950 on the wage statement claims, and \$322,445 on the waiting time penalty claims.

26. We estimated these amounts as follows:

Unpaid Overtime Premiums – Daily Overtime

6,563 work weeks * avg. of 1-hour unpaid daily OT/week * \$9.33/hour avg. OT premium =
\$61,235

Meal Break Violations

6,563 work weeks * 2.35 violations/week (47% violation rate) * \$18.66/hour avg. wage =
\$287,795

Rest Break Violations

6,563 work weeks * 2.35 violations/week (47% violation rate – assumed the same as meal

breaks) * \$18.66/hour avg. wage = **\$287,795**

Expense Reimbursement

6,563 work weeks * \$10/week = **\$65,630**

Wage Statement Violations

133 initial violations * \$50/violation + 2,193 subsequent violations * \$100/violation = **\$225,950**

Waiting Time Penalties

72 former employees (in 3 yr limitations period) * (240 hours * \$18.66/hour avg. wage) =
\$322,445

27. The unpaid wage claims focus primarily on Reuseo's alleged policy of paying for daily overtime at the employee's base rate of pay rather than at time and a half. While Class Members did receive overtime pay when working over 40 hours per week, per Plaintiff his review of Defendant's time and payroll records suggested numerous instances of unpaid daily overtime where an employee worked less than 40 hours in a week but still had at least one shift with over 8 hours. In response, Reuseo argued its payroll policies are fully compliant, that it properly tracked and paid for all hours worked at the appropriate hourly wage.

28. On the meal and rest break claims, Plaintiff contends Defendant's written policies are not fully compliant, and Plaintiff's review of the time and payroll records provided suggested these deficiencies in the written policies affected employee breaks and resulted in substantial "de facto" violations. For example, Plaintiff argued that review of Defendant's records suggested that in many instances meal breaks were non-compliant and were either untimely, cut short, or not provided at all. On the rest break claims, Plaintiff alleged that many times rest breaks were skipped or compromised due to the press of business and the need to complete all work at the assigned work locations by the end of the shift.

29. In response, Reuseo argued its written meal and rest break policies are fully compliant, that it provided employees with the opportunity to receive all required breaks. Defendant further maintained that, in light of its compliant policies, whether a class member missed a meal period, received a late meal period, or missed a rest break would have been aberrational and against company policy. Thus, per Reuseo, these issues are not amenable to class

1 or representative treatment since their resolution would require individualized inquiries as to why
2 a break was missed or non-compliant, and whether the employee acted voluntarily.

3 30. On the expense reimbursement claim, Plaintiff alleges use of personal cellular
4 phones was necessary and consequential to employment duties for downloading a timekeeping
5 app on the phones for purposes of clocking in/out. Per Plaintiff, Reuseo was obligated to
6 reimburse for such use of personal phones. In response, Reuseo argued it provided employees
7 with reimbursement for documented, reasonable and necessary expenses including use of cell
8 phones and mileage. Beyond that, Reuseo argued that use of personal phones generally was
9 unnecessary for performing the job, and that any such use largely would have been for personal
10 preference or convenience and not reimbursable as a "necessary" business expense.

11 31. The claims under Labor Code sections 203 and 226 are derivative of the primary
12 unpaid wage claims and accordingly are subject to the same risks and uncertainties plus
13 additional risks posed by the need to take into account the discretionary nature of such awards
14 and the "good faith" and other defenses available to Defendant. Thus, while these claims largely
15 are derivative of the unpaid wage claim, they also are subject to additional defenses.

16 32. As far as potential PAGA liability, the allegedly Aggrieved Employees
17 theoretically are entitled to penalties totaling over \$1,052,000 in civil penalties should Plaintiff
18 prevail on all claims and establish violations of the multiple Labor Code sections as to each and
19 every pay period at issue. As with the class claims, Plaintiff discounted the potential PAGA
20 penalties based on Defendant's various defenses on the merits and also accounted for the Court's
21 wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the
22 Parties allocated \$5,000 to PAGA penalties, and Plaintiffs submit this amount is reasonable under
23 the circumstances and in line with comparable settlements in other wage and hour class actions in
24 California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the
25 settlement and will be able to weigh in as necessary.

26 33. The Settlement obviates the significant risk that this Court may find any kind of
27 class or representative resolution unachievable or deny certification of all or some of Plaintiff's
28 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,

1 continued litigation would be lengthy and expensive as the Parties pursued merits discovery, a
2 probable motion to decertify, as well as trial and possible appeals, and would further and
3 substantially delay any recovery by the Class with no assurance of recovering significantly more
4 than the proposed settlement. While Plaintiff is confident in the merits of these claims, legitimate
5 controversies exist regarding each one of them. Plaintiff also recognizes proving the amount of
6 wages and penalties due each Class Member would be an expensive, time-consuming, and
7 uncertain proposition. Finally, at mediation Defendant made its financials available to the
8 mediator, emphasized it is a relatively new business operating in a niche market, only recently
9 became modestly profitable, and has limited availability to fund a settlement without jeopardizing
10 its ability to keep operating and meet payroll. Accordingly we accounted for these factors and the
11 mediator's opinion on Reuseo's "ability to pay" when evaluating the proposed settlement.

12 34. Plaintiff and I discounted the value of the class claims consistent with the risks
13 discussed above, and carefully weighed the likelihood of the Class receiving substantially greater
14 benefit if the litigation continued. We concluded – in light of these very real and substantial risks
15 – settlement on the proposed terms and without prolonged and costly litigation was in the best
16 interests of the Class, and the overall \$131,260 recovery represents a significant percentage of
17 Defendant's potential exposure. Given these risks, a total recovery for the Class of \$131,260,
18 which will result in average award of some \$298 per class member, plus additional amounts
19 under PAGA, is a significant result well within the range of reasonableness considering all
20 potential outcomes, and it will provide direct monetary awards to all Class Members without
21 further delay.

22 **CLASS COUNSEL'S QUALIFICATIONS**

23 35. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate
24 *cum laude* of the University of San Diego School of Law, where I was selected to the Order of the
25 Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon &
26 Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where my practice
27 focused on complex business, employment, and insurance coverage disputes. In 2003, I became
28 associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and

1 hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly.
2 Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer
3 law matters, including both class actions and individual matters.

4 36. I have served as class and/or PAGA counsel in a number of wage and hour class
5 and representative actions, including: Rivera v Reel Produce, Inc., Case No. 24-CGC-620797
6 (San Francisco County Superior Court); Carranza v Brisbane Recycling Co., Inc., Case No. 24-
7 CIV-01496 (San Mateo County Superior Court); Peralta v Maverick Painting, Inc., Case No.
8 23CV417330 (Santa Clara County Superior Court); Arizaga v. Rackley Company, Inc. Case No.
9 23CV003138 (Sacramento County Superior Court); Martinez v. 'T' McGee Electric, Inc., Case
10 No. CIVSB2114427 (San Bernardino County Superior Court); Herrera v. Stone Etc., Inc., et al.,
11 Case No. 21STCV43188 (Los Angeles Superior Court); Acosta v. Turlock Walnut Company,
12 Case No. 22-CV-001051 (Stanislaus County Superior Court); Trujillo v. Ford Spraying, Inc.,
13 Case No. VCU298017 (Tulare County Superior Court); Velasquez v. Water Damage Rescue, Inc.
14 Case No. 21STCV46033 (Los Angeles County Superior Court); Rico v. FMA Landscape
15 Services, Inc., Case No. 23CV409762 (Santa Clara County Superior Court); Galindo v. Berro
16 Management Company, Inc., Case No. 22STCV25853 (Los Angeles Superior Court); Quintero,
17 et al. Greg Markarian Ag Enterprises, Inc., Case No. 23CV-00106 (Merced County Superior
18 Court); George v. Retail Merchandising Solutions, Inc., Case No. RG16828194 (Alameda County
19 Superior Court); Castaneda v. Artistic Geometry, Inc., Case No. 24-CGC-615195 (San Francisco
20 County Superior Court); Bolanos v Lyneer Staffing Solutions LLC, Case No. 23STCV21860
21 (Los Angeles County Superior Court); Buford v. Medical Solutions, LLC, Case No. 18-CV-
22 04104 YGR (N.D. Cal.); Bautista v. Western Care Construction, Case No. S-CV-0049217 (Placer
23 County Superior Court); Delgado v Vander Woude Farms, Case No. 23CV-04131 (Merced
24 County Superior Court); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863 (San Bernardino
25 County Superior Court); Rios v AMI Foods, Inc. Case No. 22CV005381 (Alameda County
26 Superior Court); Freeman v. Bank of America, N.A., Case No. CGC18471710 (San Francisco
27 County Superior Court); Gutierrez v. Fraiche Catering, Inc., Case No. CGC-23-605255 (San
28 Francisco Superior Court); Gomez v. Giulietta Italian Foods, Inc., Case No. 22CV392988 (Santa

1 Clara County Superior Court), Echeverria v. Technicote, Inc., Case No. RIC1714621 (Riverside
2 County Superior Court), Acosta v. ECC Capital Corporation, Case No. 30-2009-00180086
3 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc., Case No. 06-CV-2524 SMA
4 (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage Corporation, Case No. 08-CV-6916
5 DSF (C.D. Cal.), In Re: First Franklin Employment Cases, JCCP No. 4598 (San Diego County
6 Superior Court), Mendoza v. ECC Capital Corporation, Case No. 08-CV-6916 JN (C.D. Cal.),
7 Acosta v. Bear Stearns, Case 30-2009-00180086 (Orange County Superior Court); George v.
8 Mercado Latino, Inc., Case No. CIVDS1822302 (San Bernardino County Superior Court),
9 Verduzco v. Ramco Enterprises, LP, et al., Case No. 18CV004104 (Monterey County Superior
10 Court); Gonzalez v. Power Design, Inc., Case No. 19STCV31839 (Los Angeles County Superior
11 Court); Weston v. Cuesta Investments, Case No. 18CV04823 (Santa Barbara County Superior
12 Court); Martinez v. DNNEY Trade Co., Case No. 18STCV09631 (Los Angeles County Superior
13 Court); Navarro v. Ressac, Case No. 19STCP00319 (Los Angeles County Superior Court);
14 Villalta v. Stars Recreation Center, Case No. FCS054507 (Solano County Superior Court);
15 Anglin v. Sonnikson and Stahl Construction, Case No. CIVMSC19-00149 (Contra Costa County
16 Superior Court); Rosendahl v. Riverside Metro Auto Group, Case No. RIC1903707 (Riverside
17 County Superior Court); Hawkins v. SAS Retail Services, Inc., Case No. 30-2017-00958467-CU-
18 OE-CXC (Orange County Superior Court); Salazar v. National Labor Contractors, et al., Case
19 No. CIVDS1905225 (San Bernardino County Superior Court); Reyes v. Assa Abloy Door
20 Controls and Accessories Group, Inc., Case No. 56-2019-00523849-CU-OE-VTA (Ventura
21 County Superior Court); Valencia v The Original Mowbray's Tree Service, Incorporated, Case
22 No. CIVDS1825518 (San Bernardino County Superior Court); Castillo v. Gaither's Family
23 Homes, Inc., Case No. VCU277188 (Tulare County Superior Court); Canales v. Fashion Design,
24 LLC, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); and Thomas
25 v Californian-Magnolia Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside County
26 Superior Court).

27 37. During the approximately five years I was associated with DCC, the firm was
28 appointed class counsel in over 20 class actions alleging violations of federal and California wage

1 and hour laws. I played an integral role in litigating these matters, which included some of the
2 largest and most complex wage and hour class actions ever brought in California. For instance,
3 while I was with DCC, the firm was co-lead counsel in Bahramipour v. Citigroup Global
4 Markets, Inc., Case No. 04-0440-CW (N.D. Cal.), a class action on behalf of stockbrokers
5 employed by Citigroup (as well as several predecessor entities) for unpaid overtime,
6 reimbursement of business expenses, and improper deductions from wages. Although the matter
7 initially was filed on behalf of a class of California-only employees, it eventually evolved into a
8 nationwide class action on behalf of over 17,000 class members, and ultimately settled for
9 approximately \$106 million. Likewise, I played a prominent role in litigating Takacs v. A.G.
10 Edwards & Sons, Inc., Case No. 04-CV-1852 JAH (S.D. Cal.), one of the first class actions
11 brought in California on behalf of stock brokers seeking recovery of overtime wages and
12 reimbursement for business expenses and improper wage deductions, and one of the most
13 extensively litigated such cases. The matter resulted in a comprehensive opinion denying
14 defendant's motion for summary judgment, found at 444 F.Supp.2d 1100, which opinion decided
15 several issues present in all of the stock broker overtime cases in the plaintiffs' favor.

16 38. My firm has obtained several multi-million dollar wage and hour class
17 action/PAGA settlements while serving as lead counsel in recent years, including a \$9.75 million
18 wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A., a \$1.4
19 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential
20 Mortgage Corporation, a \$1.2 million dollar class action settlement in In re: First Franklin
21 Employment Cases, and a \$1.2 million dollar wage and hour class action/PAGA settlement in
22 George v. Retail Merchandising Solutions, Inc.

23 39. For the foregoing reasons, it is respectfully requested that the Court approve the
24 settlement.

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed this 12th day of May 2026, at Carlsbad, California.

27 
28 Declarant

EXHIBIT 1

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Rodin Ulloa-Ulloa (“Plaintiff”) and Defendants Reuseo, LLC and James Castello (together, the “Defendants”). Plaintiff and Defendants shall collectively be referred to as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means the lawsuit alleging wage and hour violations against Defendants: *Rodin Ulloa-Ulloa v. Reuseo, LLC, et al.*, Superior Court of the State of California, County of San Francisco, Case No. CGC-25-626049.

1.2. “Administrator” means Apex Class Action, LLC the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. Apex has provided a not to exceed bid of \$6,590.00 in regard to this Action.

1.4. “Agreement” or “Settlement Agreement” shall mean this Class and PAGA Action Settlement Agreement, including the Class Notice.

1.5. “Aggrieved Employee” means all current and former non-exempt California employees who worked for Defendants at any time during the PAGA Period.

1.6. “Class Counsel” means J. Kirk Donnelly and The Law Offices of J. Kirk Donnelly, APC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means a complete list that Defendants will provide to the Settlement Administrator on one spreadsheet which shall include the Class Member’s name, last-known mailing address, last four digits of Social Security number, date of hire, and date of termination (if any) during the Class Period.

1.9. “Class Member” means all current and former non-exempt California employees who worked for Defendants at any time during the Class Period.

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the court approved notice of class action settlement to be mailed to

Class Members in English with a Spanish translation in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period between June 6, 2021 and February 10, 2026.

1.13. “Class Representative” and “Plaintiff” each means Rodin Ulloa-Ulloa.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Complaint” refers to the operative complaint filed in the Action, which is the First Amended Complaint filed on or about March 13, 2026, alleging class and representative PAGA action claims.

1.16. “Court” means the Superior Court of California, County of San Francisco.

1.17. “Defendants” means Reuseo, LLC and James Castello.

1.18. “Defense Counsel” means Jose Herrera and Matthew Haulk and Haulk & Herrera LLP.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Exclusion List” means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.24. “Gross Settlement Amount” or “GSA” means One Hundred Thirty-One Thousand Two Hundred Sixty Dollars and Zero Cents (\$131,260.00), which is the total amount Defendants agree to pay under the Settlement, except for the employer’s share of applicable payroll tax obligations that Defendants shall separately pay. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, and the Administrator’s Expenses.

1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the

Net Settlement Amount calculated according to the number of workweeks worked during the Class Period.

1.26. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods Worked during the PAGA Period.

1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.29. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.32. “PAGA Period” means the period from period between June 6, 2024 through February 10, 2026.

1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.34. “PAGA Notice” means Plaintiff’s July 14, 2025, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid (\$5,000), allocated 35% (\$1,750.00) to the Aggrieved Employees and 65% (\$3,250.00) to LWDA in settlement of PAGA claims.

1.36. “PAGA Pay Periods” means all pay periods during which the Aggrieved Employee was employed by Defendants during the PAGA Period.

1.37. “Participating Class Member” means all Settlement Class Members except for those who opt-out by submitting a timely and valid Request for Exclusion.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42. “Released Parties” means: Defendants and their current and former parents, predecessors or successors, holding companies, affiliated companies, subsidiaries, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may prepare and submit a “Request for Exclusion” to the Settlement Administrator. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited (i) Workweeks during the Class Period or (ii) Pay Periods Worked during the PAGA Period, received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Report must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1.47. “Workweeks” means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS.

2.1. On June 6, 2025, Plaintiff commenced this Action by filing a complaint against Defendants alleging class action claims for alleged Labor Code violations, including failure to pay wages due, including minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due on separation of employment, and unfair competition.. On March 13, 2026, Plaintiff filed a First Amended Complaint (“FAC”) adding a cause of action under the Private Attorneys General Act Labor Code §§ 2698, *et seq.* for alleged violations of Labor Code sections 201-203, 204, 216, 221-224, 226, 226.7, 450, 510, 512, 514, 1174, 1194, 1197, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders. Defendants deny the allegations in the Action and the FAC, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending a PAGA Notice on or about July 14, 2025.

2.3. On February 10, 2026, the Parties participated in a private mediation presided over by Michael Young, Esq., which resulted in this Agreement to settle the Action.

2.4. Prior to and during mediation, in preparation of negotiating and reaching Settlement, Plaintiff obtained, through formal and informal discovery, documents and information, including but not limited to Plaintiff's personnel file and time/payroll records, Defendants' policies and practices regarding payroll, meal and rest breaks, and expense reimbursement, information. Plaintiff received data relating to the size of the Class and the number of Aggrieved Employees, number of Workweeks, as well as a statistically significant sampling of payroll and timekeeping records of approximately 20% of the pay periods during the Class Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or actions asserting claims that will be extinguished or affected by the Settlement.

2.7. The Parties recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. The Parties also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Based on the foregoing, the Parties believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants agree to pay a maximum settlement amount of \$131,260.00 as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Plaintiff will request a Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative

Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain and allocated the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and the Individual Settlement Payment.

3.2.2. To Class Counsel: Class Counsel will request a Class Counsel Fees Payment of no more than one-third (1/3) of the GSA, which is currently estimated to be \$43,753.33, and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing in the payment of taxes for any of these Payments.

3.2.3. To the Administrator: Class Counsel will request an Administrator Expenses Payment to the Administrator not to exceed \$6590.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6590.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the class pro rata.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. One-third of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining two-thirds of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The

Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members will receive PAGA Payments.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods Worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be disbursed on a pro rata basis to the Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on its records, Defendants estimate that as of February 10, 2026 mediation, there are estimated totals of 171 Class Members and 6,563 Workweeks, and 133 Aggrieved Employees and 2,326 Pay Periods. The Parties agree that if the total number of work weeks during the Class Period increases to a figure that is greater than 7,220 (i.e. a 10% increase), Defendants will have the choice of: (a) paying a proportional increase in the Settlement Amount for each additional work week over 7,220; (b) only paying a proportional increase in the PAGA Payment for each additional work week over 7,220, which will be added to the Settlement Amount; or (c) modifying the end date of the Class Period to a date that avoids incurring any pro-rata increase.

4.2. Class Data. Not later than twenty (20) days after service of notice of entry of the Order granting Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after service of notice of entry of the Order granting Final Approval.

4.4. Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fund

the Gross Settlement Amount and required employer-side payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursements of Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Individual Settlement Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and Aggrieved Employees, the Payments may be contained on one check. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment checks or Individual PAGA Payment checks are uncashed and cancelled after the void date, the Administrator shall transmit the funds to the California State Controller's Unclaimed Property Fund in the name of each Class Member whose check was not cashed.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. As of the date Defendants fully fund the entire Gross Settlement Amount and all required employer payroll taxes, Plaintiff, Participating Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. In consideration of Defendants' promises and agreements as set forth herein, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, causes of action, potential claims, or occurrences, from the beginning of time through the execution of this Agreement including, but not limited to: (a) all claims that were, or

reasonably could have been, alleged, based on the facts contained, in the Complaint including but not limited to any and all any claims related to Plaintiff's employment with Defendants including but not limited to claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy; and any and all claims against Defendants for damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, or any federal, state, local, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law including, but not limited to, those claims arising out of employment, and (b) all PAGA claims that were, or reasonably could have been, alleged based on Plaintiff's employment with Defendants or the facts contained in the Complaints, Plaintiff's PAGA and Class Claims are additionally released under Paragraphs 5.2 and 5.3, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: Each Class Member who does not timely submit a valid opt-out request will release, through the end of the Class Period, any and all claims, known or unknown, contingent or accrued, against the Defendants and the Released Parties that have been, or could have been, asserted against the Defendants or any of the other Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting, the foregoing: (i) claims for failure to: pay all wages earned for all hours worked at the correct rate, including all minimum, straight time, and overtime wages; provide meal periods or pay additional premium pay in lieu thereof; authorize and permit rest breaks or pay additional premium pay in lieu thereof; timely pay all wages owed during employment and upon separation; provide accurate, itemized wage statements; reimburse employees for all necessary business expenses; maintain accurate time and pay records; claims for violation of California Business and Professions Code §§ 17200 *et seq.*, and any and all claims arising under or based upon alleged violations of the applicable California Department of Industrial Relations Wage Order(s) (collectively, the "Class Released Claims").

5.3. Release by Aggrieved Employees: The Aggrieved Employees will release all claims to penalties under California Labor Code Section 2698 alleged in Plaintiff's PAGA notice to the LWDA and the Action during the PAGA Period, including for claims for: failure to pay all wages earned for all hours worked at the correct rate, including all minimum, straight time, and overtime wages; provide meal periods or pay additional premium pay in lieu thereof; authorize and permit rest breaks or pay additional premium

pay in lieu thereof; timely pay all wages owed during employment and upon separation; provide accurate, itemized wage statements; reimburse employees for all necessary business expenses; maintain accurate time and pay records, and violation of Labor Code §§ 201-203, 204, 210, 216, 221-224, 225.5, 226, 226.3, 226.7, 256, 432, 510, 512, 514, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, or the applicable California Department of Industrial Relations Wage Order(s) (the “PAGA Released Claims”). All Aggrieved Employees will be bound by the PAGA portion of the settlement, whether or not they opt out of the class settlement, and will release all claims for PAGA civil penalties as provided in this paragraph.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to expeditiously and jointly prepare and file an unopposed motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiff’s Responsibilities. Within 30 days after full execution of this Agreement, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; its competency; its operative procedures for protecting the security of Class Data; its amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming his willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; the timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); (vi); and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel Class Counsel will expeditiously finalize and file the Motion for Preliminary Approval no later than 40 days after the full execution of this Agreement; obtain a prompt mutually convenient hearing date for the Motion for Preliminary Approval; and Class Counsel and Defense Counsel will appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator, and all related documents.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,

and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4 **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

7. SETTLEMENT ADMINISTRATION.

7.1 **Selection of Administrator.** The Parties have jointly selected the Administrator to serve and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks in the Class Period and Pay Periods Worked in the PAGA Period, in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of workweeks worked during the Class Period and Pay Periods Worked during the PAGA Period (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the

Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods Worked, and Requests for Exclusion will be extended an additional 14 calendar days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defense Counsel, Class Counsel or Defendants are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by email, fax, or mail a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim

preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks Or Pay Periods Worked During PAGA Period. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks or Pay Periods Worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email or fax. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that Workweeks and Pay Periods Worked contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and Pay Periods Worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and Pay Periods Worked during the PAGA Period to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at their own cost to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. Upon request of a Class Member, the Administrator will be authorized to provide the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will

promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Class member identifying information shall not be shared with Class Counsel. Class Counsel will receive general reports from the Administrator as detailed in the next section.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion.

7.8.4 Pay Period And Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Pay Periods Worked by Class Members and Aggrieved Employees and the per Pay Period value of each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval.

Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

8.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the

allegations in the operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

Nothing herein shall restrict Plaintiff's Counsel from complying with filing and notice requirements to the LWDA relating to PAGA settlements or otherwise including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

9.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

9.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

9.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and

to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

9.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

9.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

9.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

9.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Class Counsel and Plaintiff agree that they will not issue any press release, press statement, initiate media coverage, or respond to any media inquiries regarding the Action, Defendants or the Released Parties, or the settlement of this Action. Class Counsel and Plaintiff agree that any website or social media posting will refer to Defendants' respective names simply as "Confidential."

9.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used

in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

9.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
kdonnelly@jkd-law.com

To Defendants:

Jose M. Herrera
Matthew A. Haulk
Haulk & Herrera LLP
100 Pine St., Suite 1250
San Francisco, CA 94111
mhaulk@hemploymentlaw.com
jherrera@hemploymentlaw.com

9.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process. Through signing this Agreement, Plaintiff is agreeing to withdraw his pending discovery requests. This does not prejudice Plaintiff's ability to reserve discovery in the future should Defendants exercise their right to void this

agreement as detailed herein or if litigation continues due to some other cause including, but not limited to, a lack of court approval of the Agreement.

AGREED AS TO FORM AND CONTENT

Date: _____

04 / 06 / 2026
Date: _____

PLAINTIFF RODIN ULLOA-ULLOA

RODIN ULLOA-ULLOA

DEFENDANT REUSEO, LLC

Sign:  _____

Print Name: James Castello _____

Its: James castello Manager _____

DEFENDANT JAMES CASTELLO

04 / 06 / 2026
Date: _____

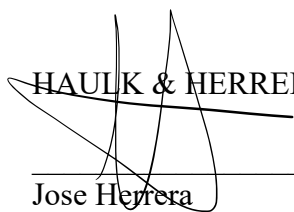
 _____
JAMES CASTELLO

AGREED AS TO FORM

Date: _____

LAW OFFICES OF J. KIRK DONNELLY,
APC

J. Kirk Donnelly
Attorneys for Plaintiff

 _____
HAULK & HERRERA, LLP

Date: 4-23-26 _____

Jose Herrera
Matthew Haulk
Attorneys for Defendants

agreement as detailed herein or if litigation continues due to some other cause including, but not limited to, a lack of court approval of the Agreement.

AGREED AS TO FORM AND CONTENT

Date: 04 / 03 / 2026

PLAINTIFF RODIN ULLOA-ULLOA

Rodin ulloa
RODIN ULLOA-ULLOA

Date: _____

DEFENDANT REUSEO, LLC

Sign: _____

Print Name: _____

Its: _____

Date: _____

DEFENDANT JAMES CASTELLO

JAMES CASTELLO

AGREED AS TO FORM

Date: 4/3/26

LAW OFFICES OF J. KIRK DONNELLY,
APC

J. Kirk Donnelly
J. Kirk Donnelly
Attorneys for Plaintiff

Date: _____

HAULK & HERRERA, LLP

Jose Herrera
Matthew Haulk
Attorneys for Defendants

Exhibit “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Rodin Ulloa-Ulloa v. Reuseo, LLC and James Castello

Superior Court of the State of California, County of San Francisco

Case No. CGC-25-626049

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and PAGA action lawsuit (“Action”) against Reuseo, LLC and James Castello (“Defendants”), for alleged wage and hour violations. The Action is brought by Rodin Ulloa-Ulloa (“Plaintiff”) and seeks payment of (1) unpaid wages, statutory damages, meal period and/or rest break premiums, unreimbursed business expenses, penalties for pay stub and wage violations, interest, and attorney’s fees on behalf of a class of non-exempt/hourly employees of Defendants (“Class Members”) during the Class Period (June 6, 2021 through February 10, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees of Defendants, who worked in California during the PAGA Period (June 6, 2024 through February 10, 2026) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and make payment to the California Labor & Workforce Development Agency (“LWDA”).

[**CLASS MEMBER NAME**] [**ID/CONTROL NUMBER**]

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendants’ records, and the Parties’ current assumptions (less withholdings), your individual Class Payment and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods worked you are credited with working during the Class Period and PAGA Period, respectively, according to Defendants’ records. The actual amount you

may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) DEADLINE: 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 10 of this Notice.
OBJECT DEADLINE: 	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 3 of this Notice.
DISPUTE YOUR HOURS OR PAY PERIODS	If you believe that your number of pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class

WORKED DEADLINE: 	Payment and PAGA Payment (if any) depend on how many pay periods you worked during the Class Period. The number you are credited are shown in the chart on the first page and are based on Defendants' records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.
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Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: TIME: A.M. / P.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay wages, including overtime wages, pay meal and rest period premiums, and pay timely wages, failing to reimburse business expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements, among other things. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA").

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants agreed to pay a fair, reasonable and adequate amount considering

the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$131,260.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and the amounts to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than 30 days after the Court grants Final Approval and enters Judgment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. \$43,753.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.
 - B. \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
 - C. Up to \$6,590.00 to the Administrator for services administering the Settlement.
 - D. \$5,000.00 for the PAGA settlement, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods Worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their workweeks during the Class Period on a pro rata basis.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (2/3) to unreimbursed expenses, penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay the employer side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments (which may be combined and paid as a single check) will show the date when the check expires (the void date). If you don’t cash your check by the void date, your check will be automatically cancelled, and the monies will be paid to the California State Controller's Unclaimed Property Fund. You should consult the rules of the Fund in order to claim your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member’s name, present address, telephone number, and a simple statement stating that the Class Member is electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the

“Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks and pay periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the entire Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Each Class Member who does not timely submit a valid opt-out request will release, through the end of the Class Period, any and all claims, known or unknown, contingent or accrued, against the Defendants and the Released Parties that have been, or could have been, asserted against the Defendants or any of the other Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting, the foregoing: (i) claims for failure to: pay all wages earned for all hours worked at the correct rate, including all minimum, straight time, and overtime wages; provide meal periods or pay additional premium pay in lieu thereof; authorize and permit rest breaks or pay additional premium pay in lieu thereof; timely pay all wages owed during employment and upon separation; provide accurate, itemized wage statements; reimburse employees for all necessary business expenses; maintain accurate time and pay records; claims for violation of California Business and Professions Code §§ 17200 *et seq.*, and any and all claims arising under or based upon alleged violations of the applicable California Department of Industrial Relations Wage Order(s) (collectively, the “Class Released Claims”).

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the entire Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

The Aggrieved Employees will release all claims to penalties under California Labor Code Section 2698 alleged in Plaintiff's PAGA notice(s) to the LWDA and the Action during the PAGA Period, including for claims for: failure to pay all wages earned for all hours worked at the correct rate, including all minimum, straight time, and overtime wages; provide meal periods or pay additional premium pay in lieu thereof; authorize and permit rest breaks or pay additional premium pay in lieu thereof; timely pay all wages owed during employment and upon separation; provide accurate, itemized wage statements; reimburse employees for all necessary business expenses; maintain accurate time and pay records, and violation of Labor Code §§ 201-203, 204, 210, 216, 221-224, 225.5, 226, 226.3, 226.7, 256, 432, 510, 512, 514, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, or the applicable California Department of Industrial Relations Wage Order(s) (the "PAGA Released Claims"). All Aggrieved Employees will be bound by the PAGA portion of the settlement, whether or not they opt out of the class settlement, and will release all claims for PAGA civil penalties as provided in this paragraph.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,750.00 by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods Worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [INSERT DATE] ("Response Deadline") to challenge the number of workweeks or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of hours and pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating

Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S.P.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The checks will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S.P.S. mail, an Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any legible writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ulloa-Ulloa v. Reuseo, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before INSERT DATE, the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) A Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also access this information from the Court's Clerk's Office.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class

Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the “Response Deadline”).** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ulloa-Ulloa v. Reuseo, LLC, et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on **INSERT DATE** at **INSERT TIME** in Department 602 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, California 94112. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer at your own cost to attend) either personally or virtually. Check the Court’s website for the most current information.

You may also attend the Final Approval Hearing by telephone by calling the following number: **XXX**

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Court’s website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to www.sjcourts.org.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
760-209-5894
kdonnelly@jkd-law.com

Settlement Administrator:

XX
Email Address
Mailing Address
Telephone Number
Fax Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have to contact the California State Controller's Unclaimed Property Fund to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Rodin Ulloa-Ulloa v. Reuseo, LLC and James Castello

Superior Court of the State of California, County of San Francisco

Case No. CGC-25-626049

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and PAGA action lawsuit (“Action”) against Reuseo, LLC and James Castello (“Defendants”), for alleged wage and hour violations. The Action is brought by Rodin Ulloa-Ulloa (“Plaintiff”) and seeks payment of (1) unpaid wages, statutory damages, meal period and/or rest break premiums, unreimbursed business expenses, penalties for pay stub and wage violations, interest, and attorney’s fees on behalf of a class of non-exempt/hourly employees of Defendants (“Class Members”) during the Class Period (June 6, 2021 through February 10, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees of Defendants, who worked in California during the PAGA Period (June 6, 2024 through February 10, 2026) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and make payment to the California Labor & Workforce Development Agency (“LWDA”).

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendants’ records, and the Parties’ current assumptions (less withholdings), your individual Class Payment and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods worked you are credited with working during the Class Period and PAGA Period, respectively, according to Defendants’ records. The actual amount you

may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) DEADLINE: 	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 10 of this Notice.
OBJECT DEADLINE: 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 3 of this Notice.
DISPUTE YOUR HOURS OR PAY PERIODS	If you believe that your number of pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class

WORKED DEADLINE: 	Payment and PAGA Payment (if any) depend on how many pay periods you worked during the Class Period. The number you are credited are shown in the chart on the first page and are based on Defendants' records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.
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Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: TIME: A.M. / P.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay wages, including overtime wages, pay meal and rest period premiums, and pay timely wages, failing to reimburse business expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements, among other things. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA").

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants agreed to pay a fair, reasonable and adequate amount considering

the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$131,260.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and the amounts to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than 30 days after the Court grants Final Approval and enters Judgment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. \$43,753.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.
 - B. \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
 - C. Up to \$6,590.00 to the Administrator for services administering the Settlement.
 - D. \$5,000.00 for the PAGA settlement, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods Worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their workweeks during the Class Period on a pro rata basis.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (2/3) to unreimbursed expenses, penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay the employer side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments (which may be combined and paid as a single check) will show the date when the check expires (the void date). If you don’t cash your check by the void date, your check will be automatically cancelled, and the monies will be paid to the California State Controller's Unclaimed Property Fund. You should consult the rules of the Fund in order to claim your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member’s name, present address, telephone number, and a simple statement stating that the Class Member is electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the

“Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks and pay periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the entire Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Each Class Member who does not timely submit a valid opt-out request will release, through the end of the Class Period, any and all claims, known or unknown, contingent or accrued, against the Defendants and the Released Parties that have been, or could have been, asserted against the Defendants or any of the other Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting, the foregoing: (i) claims for failure to: pay all wages earned for all hours worked at the correct rate, including all minimum, straight time, and overtime wages; provide meal periods or pay additional premium pay in lieu thereof; authorize and permit rest breaks or pay additional premium pay in lieu thereof; timely pay all wages owed during employment and upon separation; provide accurate, itemized wage statements; reimburse employees for all necessary business expenses; maintain accurate time and pay records; claims for violation of California Business and Professions Code §§ 17200 *et seq.*, and any and all claims arising under or based upon alleged violations of the applicable California Department of Industrial Relations Wage Order(s) (collectively, the “Class Released Claims”).

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the entire Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

The Aggrieved Employees will release all claims to penalties under California Labor Code Section 2698 alleged in Plaintiff's PAGA notice(s) to the LWDA and the Action during the PAGA Period, including for claims for: failure to pay all wages earned for all hours worked at the correct rate, including all minimum, straight time, and overtime wages; provide meal periods or pay additional premium pay in lieu thereof; authorize and permit rest breaks or pay additional premium pay in lieu thereof; timely pay all wages owed during employment and upon separation; provide accurate, itemized wage statements; reimburse employees for all necessary business expenses; maintain accurate time and pay records, and violation of Labor Code §§ 201-203, 204, 210, 216, 221-224, 225.5, 226, 226.3, 226.7, 256, 432, 510, 512, 514, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, or the applicable California Department of Industrial Relations Wage Order(s) (the "PAGA Released Claims"). All Aggrieved Employees will be bound by the PAGA portion of the settlement, whether or not they opt out of the class settlement, and will release all claims for PAGA civil penalties as provided in this paragraph.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,750.00 by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods Worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **[INSERT DATE]** ("Response Deadline") to challenge the number of workweeks or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of hours and pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating

Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S.P.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The checks will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S.P.S. mail, an Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any legible writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ulloa-Ulloa v. Reuseo, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before INSERT DATE, the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) A Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also access this information from the Court's Clerk's Office.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class

Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the “Response Deadline”).** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ulloa-Ulloa v. Reuseo, LLC, et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on **INSERT DATE** at **INSERT TIME** in Department 602 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, California 94112. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer at your own cost to attend) either personally or virtually. Check the Court’s website for the most current information.

You may also attend the Final Approval Hearing by telephone by calling the following number: **XXX**

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Court’s website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to www.sjcourts.org.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
760-209-5894
kdonnelly@jkd-law.com

Settlement Administrator:

XX
Email Address
Mailing Address
Telephone Number
Fax Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have to contact the California State Controller's Unclaimed Property Fund to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 3

LAW OFFICES OF J. KIRK DONNELLY, APC

2173 Salk Avenue, Suite 250 · Carlsbad, California 92008
(760) 209-5894 · www.jkd-law.com

July 14, 2025

J. Kirk Donnelly
kdonnelly@jkd-law.com

VIA ELECTRONIC SUBMISSION ONLY

California Labor & Workforce Development
Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAFilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL ONLY

Reuseo LLC
c/o James Castello
Agent for Service of Process
233 E. Harris St.
S. San Francisco CA 94080

Reuseo LLC
c/o James Castello
Agent for Service of Process
101 Hickey Blvd. Ste. A#335
S. San Francisco CA 94080

James Castello, CEO
Reuseo LLC
233 E. Harris St.
S. San Francisco CA 94080

Subject: *Rodin Ulloa-Ulloa adv. Reuseo LLC and James Castello*
Cal. Labor Code section 2699.3 Notice of Labor Code Violations

Dear LWDA PAGA Administrator:

This office represents Rodin Ulloa-Ulloa (“COMPLAINANT”) in connection with his claims under the California Labor Code. Complainant is a former employee of Reuseo LLC and its CEO/owner James Castello (together, “EMPLOYER”).

Pursuant to California Labor Code sections 2699.3 and 2699.5, Complainant, on behalf of COMPLAINANT, and on behalf of all current and former non-exempt employees employed directly and/or via a staffing agency by EMPLOYER in California within one year of the date of this notice (“AGGRIEVED EMPLOYEES”).

This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail care of their counsel Susan Bishop, Esq., in lieu of their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State and/or the address of the Secretary of State of the State of incorporation and/or the entity address as provided on wage statements issued by EMPLOYER to AGGRIEVED EMPLOYEES.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by COMPLAINANT to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—COMPLAINANT reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, EMPLOYER are on notice that COMPLAINANT continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, COMPLAINANT will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which COMPLAINANT will base COMPLAINANT’s claims, COMPLAINANT requests that the LWDA regard this NOTICE as written notice of COMPLAINANT’s intent to seek civil penalties against EMPLOYER.

COMPLAINANT, on behalf of COMPLAINANT and the AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that EMPLOYER have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 210, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802, and all applicable Wage Orders.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. CEO/Owner James Castelloa, at all relevant times, was an employer or person acting on behalf of employer(s) who violated COMPLAINANT’s and other AGGRIEVED EMPLOYEES’ rights by violating various sections of the California Labor Code. The California Legislature defines “other person acting on behalf of an employer” as “*a natural person who is an owner, director, officer, or managing agent of the employer.*” The “managing agent” definition mirrors that found in

California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and/or 1194 as further described in detail below.

COMPLAINANT intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. COMPLAINANT will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. COMPLAINANT asks and demands that EMPLOYER put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, COMPLAINANT also offers to EMPLOYER to place those individuals on notice if EMPLOYER voluntarily provides their contact information.

Employer is Liable for All Temporary Agency Workers

Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor in California for the payment of wages. Section 2810.3 prohibits a client employer from shifting to the labor contractor legal duties or liabilities under workplace safety provisions with respect to workers provided by the labor contractor. It defines a client employer as a business entity that obtains or is provided workers to perform labor within the usual course of business from a labor contractor. It defines a labor contractor as an individual or entity that supplies workers, either with or without a contract, to a client employer to perform labor within the client employer's usual course of business.

Pursuant to section 2810.3, if EMPLOYER secured temporary labor from a labor contractor, EMPLOYER shares in all legal responsibility and civil liability with its labor contractor(s), for all workers supplied by such labor contractor(s), for payment of wages.

General Information

EMPLOYER owns, operates, manages and/or staffs a trash and recycling management and consulting business. Although EMPLOYER may operate a successful business or have a noble mission, EMPLOYER do not comply with California's labor laws.

COMPLAINANT worked for EMPLOYER as a non-exempt employee from approximately February 2018 to approximately April 2025. COMPLAINANT regularly worked shifts lasting at least eight (8) or more per day, at least five (5) days per week. At times EMPLOYER paid COMPLAINANT an hourly rate for time counted by EMPLOYER as hours worked, and during the liability period, failed to pay overtime wages when required for daily overtime, required COMPLAINANT take late meal periods or failed to provide required meal periods, failed to provide rest periods or work during owed rest periods. As a result of being denied meal and rest

period premiums and all owed wages, COMPLAINANT was denied accurate and complete wage statements, in violation of Labor Code section 226. EMPLOYER also failed to reimburse COMPLAINANT for all business expenses, including, for personal cell phone use and use of COMPLAINANT'S personal vehicle for business purposes. Furthermore, COMPLAINANT was not provided with any final paycheck for at least approximately several days after COMPLAINANT's termination date.

Labor Code Violations

Failure to Pay Wages Due (Overtime): California Labor Code section 1197 requires that employees must be paid at least the minimum wage fixed by the IWC for all hours worked. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. The minimum wage standard applies to each hour employees worked for which they were not paid. An employer's failure to pay for any time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. California Labor Code section 510 and the IWC Wage Orders also require employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week.

COMPLAINANT and other aggrieved employees regularly worked more than 8 hours per day but were not paid daily overtime even though they worked over 8 hours per day and thus were entitled to daily overtime even if they were not entitled to weekly overtime. Accordingly, EMPLOYER failed to pay COMPLAINANT and other aggrieved employees for all compensable hours worked at the appropriate overtime rate.

EMPLOYER's failure to properly calculate and pay for overtime worked by COMPLAINANT and other AGGRIEVED EMPLOYEES, violates Labor Code sections 226.2, 512, 1194-1199, and Wage Order 4-2001, sections 3-4. These violations subject EMPLOYER to civil penalties under said sections and Labor Code section 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code § 512; IWC Wage Order 4-2001, § 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived.

Employers covered by Wage Order 4-2001 have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. IWC Wage Order -2001, § 7(A)(3) (“Meal periods . . . shall also be recorded”); *Donohue v. AMN Servs.* (2021) 11 Cal.5th 58, 61.

Employers must pay employees an additional hour of wages at the employees’ regular rate of pay for each missed or improper (e.g., less than 30 minutes, interrupted meal period, first meal period provided after 5 hours, second meal period provided after 10 hours) meal period. Lab. Code § 226.7; IWC Wage Order 4-2001, § 11(B) (“If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided”).

EMPLOYER failed to maintain a company meal period policy compliant with California law and failed to provide COMPLAINANT and other AGGRIEVED EMPLOYEES with proper meal periods, and/or meal periods were not provided until after the start of the fifth hour work, and second meal periods were not provided on shifts over 10 hours. Liability for aggrieved employees can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Orders requirements. The fact that employees may legally waive meal breaks does not affect this result. Because EMPLOYER failed to maintain a compliant written meal period policy, failed to provide COMPLAINANT and other AGGRIEVED EMPLOYEES with all required meal periods on a fully compliant basis, it also failed to provide COMPLAINANT and other AGGRIEVED EMPLOYEES with all meal breaks required under California law. EMPLOYER failed to pay them premiums for such missed and non-compliant meal breaks in violation of California law.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and IWC Wage Order 4-2001, § 11(A) and (C). These violations subject EMPLOYER to civil penalties under Labor Code sections 226.7 and 2699, and Wage Order 4-2001, § 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.¹

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. IWC Wage Order 4-2001, § 12(A). Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)) rest period. Lab. Code

¹ See Lab. Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Lab. Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); IWC Wage Order 4-2001, § 20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

§226.7; IWC Wage Order 4-2001, § 12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”).

EMPLOYER did not maintain a company rest period policy and/or practice compliant with California law, and EMPLOYER frequently did not provide COMPLAINANT and other AGGRIEVED EMPLOYEES with appropriate rest periods. Per EMPLOYER’s policy and/or practice, COMPLAINANT and other AGGRIEVED EMPLOYEES were not adequately informed and instructed about, and thereby were not afforded an adequate opportunity to take, proper rest breaks per California law and, in particular, COMPLAINANT and other AGGRIEVED EMPLOYEES were not permitted and/or were not able to take all required rest breaks including third rest breaks on shifts exceeding 10 hours. Further, EMPLOYER failed to pay COMPLAINANT and other AGGRIEVED EMPLOYEES with an additional hour of pay at the regular rate of pay for each missed or improper rest period.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and IWC Wage Order 4-2001, § 12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 226.7 and 2699, and Wage Order 4-2001, § 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.²

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his, her, or its employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Lab. Code § 226.

As a result of EMPLOYER’s violations of various Labor Code and Wage Order provisions, as discussed herein, EMPLOYER failed to provide accurate wage statements with respect to multiple categories set forth in Labor Code section 226, including without limitation gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the number of hours worked at each applicable hourly rate, and therefore EMPLOYER violated section 226.

² See Lab. Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); IWC Wage Order 4-2001, § 20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

These violations subject EMPLOYER to civil penalties under Labor Code sections 226, and 2699. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the statute provisions were violated.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. Labor Code section 202 states similar provisions with respect to employees who resign. EMPLOYER still has not paid COMPLAINANT and other AGGRIEVED EMPLOYEES all wages earned and unpaid at the time of discharge, including without limitation: (1) hours worked “off the clock,” and overtime hours worked that were paid at the incorrect rate, (2) separate compensation for rest and recovery periods; (3) separate compensation for non-productive time, and (4) an additional hour of pay for meal and rest periods not provided and/or that were not compliant. These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the statute provisions were violated.³

Failure to Reimburse Reasonable and Necessary Business Expenses: under Labor Code section 2802, California law requires an employer to reimburse employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. Accordingly, an employer must fully reimburse employees for, inter alia, all expenses incurred by the employee for using his or her personal mobile phone in furtherance of their job duties. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

EMPLOYER did not fully and accurately record and reimburse all of COMPLAINANT’S and AGGRIEVED EMPLOYEES’ expenses incurred using their personal mobile phones for work purposes, including downloading a timekeeping app and tracking work hours on their personal phones for the benefit of EMPLOYER.

The aforementioned conduct results in violations of Labor Code section 2802. These violations subject EMPLOYER to civil penalties under Labor Code section 2699. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes were violated

EMPLOYER has violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys’ fees, and costs. The civil penalties COMPLAINANT and AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

³ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

The purpose of this letter is to satisfy the requirement created by Labor Code §§ 2699 and 2699.3(a) prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce & Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the Labor Code.

If the Labor Commissioner elects not to take any action with respect to any of the foregoing claims, COMPLAINANT will seek these penalties in a civil action, on behalf of himself and all other AGGRIEVED EMPLOYEES.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty days of this notice to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Avenue, Suite 250
Carlsbad, CA 92008
Main: 760-209-5894
Email: kdonnelly@jkd-law.com

Thank you for your attention to this matter.

Sincerely,
LAW OFFICES OF J. KIRK DONNELLY, APC

A handwritten signature in cursive script that reads "J. Kirk Donnelly".

J. Kirk Donnelly

Thank you for submission of your PAGA Case.

From: LWDA DO NOT REPLY (lwdadonotreply@dir.ca.gov)

To: kdonnelly@jkd-law.com

Date: Monday, July 14, 2025 at 11:56 AM PDT

7/14/2025

LWDA Case No. LWDA-CM-1111733-25

Law Firm : Law Offices of J. Kirk Donnelly, APC

Plaintiff Name : Rodin Ulloa-Ulloa

Employer: Reuseo LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

Thank you for your Court Complaint Submission.

From: DIR PAGA Unit (no-reply@formassembly.com)

To: kdonnelly@jkd-law.com

Date: Wednesday, May 6, 2026 at 09:18 AM PDT

05/06/2026 09:17:53 AM

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

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 5