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5 Counsel for Plaintiff  
6 RODIN ULLOA ULLOA  
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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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19  
20  
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CASE NO. CGC-25-626049

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

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

Date: July 17, 2026  
Time: 10:30 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 Mistras Grp., Inc. (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198) 2016 WL 5907869, at \*3, 7  
2 (approving a California wage and hour settlement where the class received 11.6% of the  
3 estimated total liability); In re Newbridge Networks Sec. Litig. (D.D.C. Oct. 23, 1998) 1998 WL  
4 765724, at \*2 (“Courts have not identified a precise numerical range within which a settlement  
5 must fall in order to be deemed reasonable; but an agreement that secures roughly six to twelve  
6 percent of a potential trial recovery, while preventing further expenditures and delays and  
7 eliminating the risk that no recovery at all will be won, seems to be within the targeted range of  
8 reasonableness.”). As far as the amounts requested for attorney's fees and costs, I respectfully  
9 submit the requests are no unreasonable and in fact, in a very comparable case, were approved in  
10 San Francisco. Specifically, in Rivera v Reel Produce, Case No. CGC-24-620797, Judge Van  
11 Aker approved a 1/3 fee award and a \$10,000 representative enhancement out of a gross  
12 settlement amount of \$150,000. In light of this, I submit requests are reasonable with the full  
13 understanding that this Court may ultimately exercise its discretion to award lesser amounts.

14 I declare under penalty of perjury under the laws of the State of California that the  
15 foregoing is true and correct. Executed this 10th day of July 2026, at Carlsbad, California.

16  
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18   
19 Declarant

# EXHIBIT 1

## **ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

**This July 10, 2026 ADDENDUM supplements and amends the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) between Plaintiff Rodin Ulloa-Ulloa and Defendants Reuseo, LLC and James Castello, and is annexed to and forms part of the Settlement Agreement for all purposes. When the terms of this Addendum and the Settlement Agreement are in conflict, this Addendum shall govern and supersede the terms of the Settlement Agreement.**

Section 5.2 of the Settlement Agreement is hereby amended to read as follows:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period including 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"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

Section 5.3 of the Settlement Agreement is hereby amended to read as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice including 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, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, or the applicable California Department of Industrial Relations Wage Order(s) (the "PAGA Released Claims").

Exhibit A to the Settlement Agreement is hereby replaced by Exhibit A hereto.

**AGREED:**

Date: 07 / 10 / 2026

*Rodin ulloa*

\_\_\_\_\_  
Rodin Ulloa-Ulloa

Date:

\_\_\_\_\_  
Reuseo, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date:

\_\_\_\_\_  
James Castello

Exhibit A to the Settlement Agreement is hereby replaced by Exhibit A hereto.

**AGREED:**

Date:

\_\_\_\_\_  
Rodin Ulloa-Ulloa

Date: 07 / 10 / 2026

\_\_\_\_\_  
James Castello  
Reuseo, LLC

By: \_\_\_\_\_

Its: Managing Partner

Date: 07 / 10 / 2026

  
\_\_\_\_\_  
James Castello

# 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**]

| <b>Two Parts</b>   | <b>Workweeks Worked<br/>During Class Period<br/>(Class Member); Pay<br/>Periods Worked During<br/>PAGA Period (Aggrieved<br/>Employee)</b> | <b>Your Estimated Share</b>                   |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Class Member       | <b>INSERT</b><br>(During Class Period)                                                                                                     | <b>\$INSERT</b><br>(Individual Class Payment) |
| Aggrieved Employee | <b>INSERT</b><br>(During PAGA Period)                                                                                                      | <b>\$INSERT</b><br>(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                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING &amp; PARTICIPATE IN THE SETTLEMENT</b>                                                                                            | 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.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>OPT-OUT (EXCLUDE YOURSELF)</b><br><br><b>DEADLINE:</b><br> | <p>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.</p> <p>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 <b>10</b> of this Notice.</p> |
| <b>OBJECT</b><br><br><b>DEADLINE:</b><br>                     | <p>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 <b>3</b> of this Notice.</p> <p>Participating Class Members can verbally object to the Settlement at the Final</p>       |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                 | Approval Hearing. See Section 8 of this Notice.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>DISPUTE YOUR HOURS OR PAY PERIODS WORKED</b> | If you believe that your number of pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class 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. |
| <b>DEADLINE:</b><br>[REDACTED]                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

***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 |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b><br>[REDACTED]                                       | 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 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. |
| <b>TIME:</b><br>[REDACTED] A.M. / P.M.                           |                                                                                                                                                                                                                                                                                                                                                                                                                             |

## 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.

### **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:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period including 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"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period

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:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice including 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, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, or the applicable California Department of Industrial Relations Wage Order(s) (the "PAGA Released Claims").

#### **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 613 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.

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.sf.courts.ca.gov](http://www.sf.courts.ca.gov).

#### **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<br>During Class Period<br>(Class Member); Pay<br>Periods Worked During<br>PAGA Period (Aggrieved<br>Employee) | Your Estimated Share                          |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Class Member       | <b>INSERT</b><br>(During Class Period)                                                                                         | <b>\$INSERT</b><br>(Individual Class Payment) |
| Aggrieved Employee | <b>INSERT</b><br>(During PAGA Period)                                                                                          | <b>\$INSERT</b><br>(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                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING &amp; PARTICIPATE IN THE SETTLEMENT</b>                                                                                  | 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.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>OPT-OUT (EXCLUDE YOURSELF)</b><br><br><b>DEADLINE:</b><br><div style="background-color: yellow; width: 100px; height: 15px;"></div> | <p>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.</p> <p>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 <b>10</b> of this Notice.</p> |
| <b>OBJECT</b><br><br><b>DEADLINE:</b><br><div style="background-color: yellow; width: 100px; height: 15px;"></div>                     | <p>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 <b>3</b> of this Notice.</p> <p>Participating Class Members can verbally object to the Settlement at the Final</p>       |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                 | Approval Hearing. See Section 8 of this Notice.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>DISPUTE YOUR HOURS OR PAY PERIODS WORKED</b> | If you believe that your number of pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class 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. |
| <b>DEADLINE:</b><br>[REDACTED]                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

***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 |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b><br>[REDACTED]                                       | 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 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. |
| <b>TIME:</b><br>[REDACTED] A.M. / P.M.                           |                                                                                                                                                                                                                                                                                                                                                                                                                             |

## 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.

### **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:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period including 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"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period

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:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice including 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, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, or the applicable California Department of Industrial Relations Wage Order(s) (the "PAGA Released Claims").

#### **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 613 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.

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.sf.courts.ca.gov](http://www.sf.courts.ca.gov).

#### **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

**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**]

| <b>Two Parts</b>   | <b>Workweeks Worked<br/>During Class Period<br/>(Class Member); Pay<br/>Periods Worked During<br/>PAGA Period (Aggrieved<br/>Employee)</b> | <b>Your Estimated Share</b>                   |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Class Member       | <b>INSERT</b><br>(During Class Period)                                                                                                     | <b>\$INSERT</b><br>(Individual Class Payment) |
| Aggrieved Employee | <b>INSERT</b><br>(During PAGA Period)                                                                                                      | <b>\$INSERT</b><br>(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                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING &amp; PARTICIPATE IN THE SETTLEMENT</b>                                                                                  | 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.                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>OPT-OUT (EXCLUDE YOURSELF)</b><br><br><b>DEADLINE:</b><br><div style="background-color: yellow; width: 100px; height: 15px;"></div> | <p>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.</p> <p>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 <b>10</b> of this Notice.</p>           |
| <b>OBJECT</b><br><br><b>DEADLINE:</b><br><div style="background-color: yellow; width: 100px; height: 15px;"></div>                     | <p>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 <b>3</b> of this Notice.</p> <p><a href="#">Participating Class Members can verbally object to the Settlement at the Final</a></p> |

|                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>DISPUTE YOUR HOURS OR PAY PERIODS WORKED</b></p> <p><b>DEADLINE:</b><br/>[REDACTED]</p> | <p><a href="#">Approval Hearing. See Section 8 of this Notice.</a></p> <p>If you believe that your number of pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class 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.</p> |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

***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                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>DATE:</b><br/>[REDACTED]</p> <p><b>TIME:</b><br/>[REDACTED] A.M. / P.M.</p> | <p>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, <a href="#">by telephone</a> 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.</p> |

## 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”).~~

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period including 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"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period

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.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged

to have occurred during the PAGA Period and the PAGA Notice including 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, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, or the applicable California Department of Industrial Relations Wage Order(s) (the "PAGA Released Claims").

#### **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 6**1302** 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.sjsf.courts.ca.gov](http://www.sjsf.courts.ca.gov).

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

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

| <b><u>Class Counsel:</u></b>                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| J. Kirk Donnelly<br>Law Offices of J. Kirk Donnelly, APC<br>2173 Salk Ave., Ste. 250<br>Carlsbad CA 92008<br>760-209-5894<br><a href="mailto:kdonnelly@jkd-law.com">kdonnelly@jkd-law.com</a> |

**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 4