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Attorneys for Plaintiff LEOBARDO CASTANEDA on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

LEOBARDO CASTANADA, individually and on behalf of himself and all others similarly situated,

Plaintiff,

v.

TUSCANY CHEESE, LLC, a California limited liability company' and DOES 1-50, inclusive,

Defendants.

Case No.: 30-2023-01328407-CU-OE-CXC

Assigned for All Purposes To:
Hon. William Claster
Dept. CX101

DECLARATION OF JAMES R. HAWKINS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: September 05, 2025
Time: 9:00a.m.
Dept: CX101

Complaint Filed: May 26, 2023

Reservation #: 74619690

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Leobardo Castaneda (erroneously named as “Leobardo Castanada”)(“Plaintiff”). I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

3. A true and correct copy of the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) is attached hereto as **Exhibit 1**.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

4. On May 26, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for 1) Failure to Pay Minimum Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Lawful Meal Periods; 4) Failure to Provide Authorize and Permit Lawful Rest Periods; 5) Failure to Pay Timely Wages Owed Upon Separation From Employment; 6) Failure to Reimburse Necessary Expenses; 7) Knowing and Intentional Failure to Comply with Accurate Itemized Wage Statement Provisions; and 8) Violation of the Unfair Competition Law. (“UCL”).

5. On May 26, 2023, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.

6. 65 days having passed since Plaintiff provided written notice to Defendant and the LWDA, on August 18, 2023 Plaintiff filed a First Amended Complaint ("FAC"), adding a cause of action for Civil Penalties Pursuant to Private Attorneys' General Act, Labor Code section 2698 et seq. The FAC is the Operative Complaint in this action.

7. On September 20, 2023, Defendant filed an answer to the First Amended Complaint asserting numerous affirmative defenses and generally all of the allegations and causes of action.

8. At all times, Defendant has denied the allegations in the Operative Complaint, denied any failure to comply with the laws identified in the Operative Complaint, and denied any and all liability for the causes of action alleged.

9. On August 12, 2024 the Parties participated in a full day mediation presided over by Kristin Rizzo which ultimately led to this Agreement to settle the Action. The Parties exchanged valuable information regarding their respective claims and defenses and learned a great deal about each other's positions; however, they were not able to resolve the action at the mediation. The Parties continued arms-length negotiations with the assistance of Mediator Rizzo and eventually reached the resolution set forth in this Agreement via a mediator's proposal. At all times, the negotiations leading to the mediator's evaluation and proposals, and eventually to the long-form Settlement Agreement, have been adversarial, non-collusive, conducted at arm's length, and supported by a knowledgeable, neutral mediator.

10. The Parties agreed to resolve the action for a Gross Settlement Amount of $360,000. The Net Settlement Amount is estimated to be $187,500.00. Assuming Court approval of all requested allocations for the Class Representative Service Award, Class Counsel Costs and Litigation Expenses, Settlement Administrator Expenses, and PAGA, the average Class Member Individual Settlement Payment assuming equal distribution is approximately $667.26. The per workweek value from the Net Settlement Amount is approximately $19.51 per workweek and $37.46 per workweek using the Gross Settlement Amount. A Class Member who worked the entire Class Period would be entitled to an Individual Settlement Payment of approximately $5,638.39.

11. Prior to mediating the Action, Plaintiff obtained, through informal discovery and investigation, data, documents and testimony. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

INVESTIGATION AND MEDIATION

12. Before filing the lawsuit, Plaintiff's Counsel performed a thorough investigation into the claims at issue, which included: (1) determining Plaintiff's suitability as private attorney

general and class representative through interviews and analyses of their employment files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3) reviewing publicly available information about Defendant and its policies, procedures, and operations.

13. During the litigation of this Action, the Parties engaged in extensive investigation, discovery, and research regarding the claims and defenses at issue. Class Counsel conducted substantial investigation of the facts and law, including numerous conferences between counsel for the Parties, witness interviews, substantial document production and review, and review of policies, time and pay records to calculate damages. Counsel for the Parties researched the law as applied to the facts regarding Plaintiff's claims and potential defenses thereto, and the damages and penalties claimed.

14. Plaintiff's counsel reviewed the claims, created a discovery plan and drafted written discovery to serve on Defendant, including Requests for Production of Documents, Form Interrogatories, Requests for Admissions and Special Interrogatories. The Parties met and conferred and determined that they should explore mediation before incurring the time and expense of formal discovery.

15. Pursuant to meet and confer efforts preceding mediation, Defendant produced class and PAGA group size information, and a sampling of time and wage records. Defendant also produced relevant company policies, including waivers, and training materials related to relevant company policies which were provided to putative class members. Counsel also reviewed the documents produced by Plaintiff in evaluating the strength of the claims, researched settlements in similar cases, and engaged in research and investigation to evaluate Defendant's defenses. From the evidence and with the assistance of an expert, Plaintiff's counsel created a comprehensive damages and exposure analysis which informed the mediation and negotiations.

16. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, Class Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendant.

17. While Plaintiff believes in the strength of his allegations and that his claims are appropriate for class certification, Plaintiff and Class Counsel have balanced our evaluation of the validity and merit of the asserted claims against potential problems of proof, the legal standards governing litigation of the class claims against potential problems of proof, the uncertainty of obtaining and maintaining class certification through trial and any appeals, the expense and burden associated with prolonged litigation, and the various defenses asserted by Defendant. The risk that Defendant could defeat certification, defeat the representative claims, and/or prevail on their defenses, warranted a compromise, particularly since Defendant provided evidence that if Plaintiff obtained a sizeable judgment after trial it may be uncollectable due to Defendant's financial hardships.

18. Although a settlement has been reached, Defendant has denied and continues to deny each and all of the allegations, claims, and contentions alleged by Plaintiff. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged in the Complaint. Defendant contends that it complied in good faith with wage and hour laws and has dealt legally and fairly with Plaintiff and Class Members. To date, no court has made any findings that Defendant engaged in any wrongdoing or in any wrongful conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect to any of the issues presented in this action. Nonetheless, the Parties have concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement in order to dispose of burdensome and protracted litigation, to permit the continued operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this. Defendant has, therefore, determined that it is desirable and beneficial to it that the Class and PAGA Actions be settled in the manner and upon the terms and conditions set forth in Settlement.

19. The Parties have concluded that the risks, future costs and expenses involved in continuing the Action will be substantial and have chosen to eliminate any further expenses, attorneys' fees, and uncertainty in connection with the Action. In particular, given the heavily disputed nature of the case—both factual and legal grounds—it is expected that substantial expenses would be incurred in determining issues concerning formal discovery, litigating any class certification or decertification motion and appeals, bringing dispositive motions, and in connection with any trial or appeals after trial. Without admitting or conceding any liability or damages, Defendant entered into the Settlement to fully, finally, and forever resolve this litigation and bar further litigation on the terms and conditions set forth in the Settlement, and to avoid the burden, expense, and uncertainty associated with litigation.

20. Based on my evaluation, I believe that the terms set forth in the Settlement are fair, adequate, and reasonable and in the best interest of the Class. Class Counsel believes Defendant produced sufficient documents and information that allowed the parties to engage in well-informed mediation based upon good faith negotiations. Information was also exchanged during the course of the mediation, which informed subsequent negotiations between the parties and the eventual agreement upon the terms of Settlement.

ANALYSIS OF THE CLASS CLAIMS ASSERTED BY PLAINTIFF

21. Plaintiff alleges that Defendant's policies, practices, and procedures led to a: (1) failure to pay minimum wages, (2) failure to pay overtime wages owed, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages owed upon separation from employment, (6) failure to reimburse necessary business expenses, (7) failure to provide accurate itemized wage statements, (8) violation of the unfair competition law, and (9) civil penalties pursuant to private attorneys' general act, Labor Code section 2698 et seq.

22. Based upon initial review of the documents and information provided and initial assumptions, Plaintiff's counsel estimated that maximum total liability if the claims were entirely successful at trial, Defendant did not prevail on any defenses, and all penalties sought were awarded, Plaintiff and the Class would be awarded approximately $2.65 million exclusive

of PAGA and approximately $3.9 million for PAGA penalties. This estimate was based on the following figures provided for mediation: 281 class members (211 former and 70 current employees), 9,611 workweeks during the Class Period, 42,745 shifts, $17.60 average hourly wage, and 7,238 pay periods during the PAGA Period.

a. Failure to Pay Minimum Wages (Off the Clock): 42,745 shifts x 5 minutes per shift x $17.60 per hour= $62,692.67

b. Failure to Pay Minimum Wages (Rounding): 27,955 underpaid shifts x 3.6 minutes per underpaid shift x $17.60 per hour = $29,520.72

c. Overtime: $40,193.28 underpaid overtime due to off the clock and rounding overtime hours.

d. Unpaid Meal Period Premiums: 25,183 unpaid meal period premiums (60.2% of eligible shifts analyzed with unique violations) x $17.60 hourly rate = $443,220.80.

e. Unpaid Rest Period Premiums: 32,547 shifts with rest period violations (77.2% of eligible shifts analyzed with unique violations) x $17.60 hourly rate = $572,827.20

f. Failure to Reimburse: $30 per month x 2,403 months in class period = $72,090

g. Waiting Time Penalties: 170 former employees x $140.80 average daily pay x 30 days = $718,080.00

h. Failure to Comply with Itemized Wage Statement Provisions: 7238 Pay Periods in Wage Statement Period at $50 per initial violation and $100 per subsequent violation and $4000 maximum penalty per employee = $714,450.00.

i. PAGA Penalties (at $100 penalty per pay period per violation): $3,917,200

   i. Waiting Time: 117 former Aggrieved Employees x $100 penalty per pay period = $11,700.

   ii. Unpaid Wages: 4886 PAGA Pay Periods x $100 penalty per pay period = $488,600.

   iii. Meal Periods: 5982 PAGA Pay Periods with Meal Period Violations x $100 penalty per pay period = $598,200.

iv. Rest Periods: 6286 PAGA Pay Periods x $100 penalty per pay period = $628,600.

v. Wage Statements: 6286 PAGA Pay Periods x $100 penalty per pay period = $628,600.

vi. Reimbursements: 7238 PAGA Pay Periods x $100 penalty per pay period = $723,800.

vii. Record Keeping: 7238 PAGA Pay Periods x $100 penalty per pay period = $723,800.

23. Plaintiff alleged that Plaintiff and the Class Members were frequently required to work off the clock to perform pre and post-shift work, don protective equipment (including apron, gloves, hairnet, mask, hairnet, special shoes), to wait in line to clock in at the fingerprint scanner, and while performing work during purported meal periods (to ensure production did not lag). Defendant argued that it maintained legally compliant policies, and trained employees to don and doff while on the clock. Defendant further maintained it properly paid all wages due including minimum wage and overtime wages, and that it trained employees that they were required to clock in before performing any work and that all hours worked must be recorded. Defendant also disputed the factual basis for the off the clock claim, and argued that it maintained sufficient time clocks for employees to clock in without having to wait any significant period of time. Defendant further contended that Plaintiff's damages were overstated because the applicable hourly rate for any minimum wage claim such as the off the clock claim was minimum wage. Plaintiff also alleged that, in addition to failing to pay overtime for off the clock hours worked overtime, Defendant underpaid overtime because it does not pay overtime for all hours worked over 8 hours and did not include all forms of compensation in the regular rate. Defendant produced evidence that it did accurately calculate overtime and pay employees in accordance with the law for recorded hours worked.

24. Plaintiff further alleged that Defendant rounded employee hours worked against employee interests. Plaintiff's expert analysis revealed that approximately 65% of shifts were underpaid by approximately 3.6 minutes, and approximately 28% of shifts were overpaid as a result

of Defendant’s rounding practices. Defendant argued that its rounding policy was legally compliant, neutral and implemented in good faith, and that it timely paid all earned wages. Nevertheless, Defendant stopped rounding on or about March 3, 2024. Thus, Defendant argued that any damages figures were overstated. Defendant further contended that Plaintiff’s damages were overstated because the applicable hourly rate for any minimum wage claim such as the rounding claim was minimum wage, not the higher hourly rate.

25. Plaintiff alleges that, during the relevant time period, Defendant frequently failed to provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal periods as required by law. This failure resulted from Defendants' scheduling practices, work demands, and Defendants' policies and practices. Not only were Plaintiff's and the Class Members' first meal breaks frequently not provided, untimely or short, but also Plaintiff and the Class Members were not provided a second meal period when working shifts in excess of 10 hours and in excess of 12 hours. Plaintiff contended that he and the Class Members were regularly required to forego lawful meal periods and/or take meal periods late or shortened meal periods in order to meet job demands. Plaintiff also alleged that he and the Class Members were, on occasion, required to clock out for their lunches but continue working to ensure that production continued. An analysis of the data provided for mediation shows that approximately 55% of all first meal periods were missed, late or short on shifts over five hours. Approximately 32.8% of shifts had a meal break of exactly 30 minutes. Plaintiff contends that many of those recorded meal breaks of exactly 30 minutes were artificially recorded and are the product of an automatic deduction policy during a portion of the class period. Defendant also failed to provide second meal periods on shifts over ten hours as a matter of pattern and practice. Indeed, approximately 97.7% of shifts between 10 and 12 hours had no second meal break recorded—the compliance rate was approximately 41% for shifts over 12. In sum, for all shifts over 5 hours there is a unique violation rate of 60.2% evident from the face of the records. Defendant disputed Plaintiff’s calculations and extrapolations. In addition, Defendant pointed to facially compliant written timekeeping and meal break policies and argued that to the extent there was any deviation from these lawful policies, it was an individualized issue that could not be certified

and that given the absence of any unlawful policy or practice, the damages figures were grossly overstated. Defendant argued that each employee was afforded an uninterrupted thirty (30) minute break incorporated into each employee's work schedule. Further, that Defendant had no legal obligation to police meal breaks and ensure that no work was being performed. *Brinker Restaurant Corp. v. Superior* Court, 53 Cal. 4th 1004, 1040-1041 (2012). Defendant contends that it lawfully provided Plaintiff and Class Members compliant meal breaks; therefore, Defendant is not liable to pay wages to employees who unilaterally decided to work during provided breaks. Defendant argued that as to second meal periods there were lawful meal period waivers in effect. Defendant further argued that any contention that employees artificially recorded their lunch breaks is misplaced, because Defendant was induced to detrimentally rely on employee representations regarding the meal periods if that was the case.

26. Plaintiff raised many of the same allegations with regard to rest periods. Plaintiff contends that he and the Class Members were systematically not authorized nor permitted to take one net ten-minute paid rest period for every four hours worked or major fraction thereof, as required by law. Plaintiff alleged that Defendant maintained and enforced scheduling practices, policies, and imposed work demands and efficiency requirements that frequently required Plaintiff and Class Members to forego their lawful, paid rest periods. Moreover, Plaintiff asserts that to the extent rest periods were provided they were not legally compliant as employees were required to remain on premises and remain available for work. Plaintiff alleged that the practice of requiring employees to remain on duty during rest periods is a clear violation of California law, which requires that employees be relieved of all duties during rest periods. *See Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 265-69 (2016). Plaintiff alleges that, despite these violations, Defendants did not compensate Plaintiff nor Class Members one additional hour of pay at their regular rate as required by law for each day on which lawful rest periods were not authorized and permitted. As with meal periods, Defendant asserts it authorized and permitted each employee to take lawful rest periods in accordance with the law and pointed to facially compliant policies and training. Defendant argued that it had no affirmative duty to ensure that employees were taking their rest breaks and Defendant had no legal obligation to police rest

breaks and ensure no work was being performed. *Brinker Restaurant Corp.,* 53 Cal. 4th at 1040-1041. To the extent any employee skipped their rest periods, Defendant asserts the employee did so consensually and would require individualized inquiries.

27. Plaintiff and Class Members asserted both a direct and derivative claim for waiting time penalties under Labor Code section 203. Class Members are entitled to compensation for all forms of wages earned including, but not limited to minimum wages, overtime, and premium meal and rest period compensation for the above listed violations. As such the failure to pay such wages at the time of termination triggers waiting time penalties. In addition to the derivative violation described above, Plaintiff further alleges Defendant did not timely pay employees' final wages as required by Labor Code §§ 201 and 202 because they were required to wait until the next payroll cycle was processed to receive their earned wages. Plaintiff and Class Members are thus entitled to 30 days wages as a penalty under Labor Code § 203. On the other hand, Defendant maintains it is not liable for violations of Labor Code §§ 201 and 202 in that Defendant timely and properly paid wages owed to all terminated and resigning employees within the statutory period. Defendant argues this claim is derivative to the extent that it relies on Plaintiff's other claims including failure to pay wages owed, meal break violations, and rest break violations. Defendant maintains it has not committed any of the above violations, it therefore did not fail to pay wages owed at separation. To the extent an error in paying wages owed at separation occurred, which Defendant denies, that error was neither intentional nor knowing. Rather, Defendant acted in good faith and reasonably believed they complied with the compensation provisions of Labor Code §§ 201 and 202 as such any alleged violation was not wilful. Defendant asserts that the above-mentioned behavior bars Plaintiff's recovery under Labor Code § 203.

28. Plaintiff asserts employees were required to personally incur expenses in the performance of their assigned job duties. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred as a direct consequence of the discharge of their duties. Here, Plaintiff alleges that he and the Class Members were required to

incur numerous out of pocket expenses, including certain tools and equipment, knives and special shoes, necessary for their jobs. Defendant denies requiring Plaintiff and Class Members to make work related purchases out of pocket and contends that it provided employees with all tools and items necessary to do their jobs. Defendant contends that employees making purchases for equipment used during their employment were solely at the discretion of the employee and that such purchases of personal property remained solely in the possession of the employee with Defendant making no claim that such property was its own. Finally, Defendant provided evidence that it had a lawful reimbursement policy and trained employees on how to seek reimbursements if they did incur work-related expenses.

29. Plaintiff alleges Defendants knowingly and intentionally failed to comply with Labor Code § 226 and 1174 through its policies and procedures and committing the violations alleged in the preceding causes of action. Plaintiff alleged Defendants failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code § 226, and required under Labor Code §1174, including wage statements failing to accurately compensate Plaintiff and Class Members for all hours worked, for employee's missing and non-provided meal and rest periods, or failing to include compensation for all minimum wages earned or overtime hours worked. Plaintiff claimed Defendant also omitted certain applicable pay rates from the wage statements. Defendant maintains it is not liable nor did it commit any violations of Labor Code § 226(a) or 1174. Defendant contends it provided complete and accurate itemized wage statements in compliance with applicable California and Federal law. Any allegations that it failed to provide accurate wage statements are derivative to the extent that Plaintiffs' claim relies on Defendant allegedly failing to pay outstanding wages and rest/meal break premiums. As stated above, Defendant contends it owes no such wages or premiums to Plaintiff or Class Members. Defendant contends it therefore has upheld its legal obligation to provide complete itemized wage statements. Furthermore, even if such errors on the wage statements were to exist, which Defendant denies, Defendant contends that such errors were made in good faith. *Naranjo v. Spectrum Security Services, Inc*. 15 Cal. 5th 1056, 1065 (2024) (Under long established law, an employer cannot incur civil or criminal penalties for the willful nonpayment of wages when the employer reasonably and in good faith disputes that wages

are due).

30. Plaintiff contends that PAGA penalties are owed based on the numerous alleged Labor Code violations identified above. Once a PAGA violation is found, a court must award civil penalties. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1211-1213 (2008). Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

31. Beyond the individual merits, Defendant contends that these claims are not amenable to PAGA or representative treatment. For example, Defendant argued that a PAGA claim must be dismissed if the claim is not manageable. *Wesson v. Staples The Office Superstore, LLC*, 68 Cal. App. 5th at 852 ("courts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike a claim that cannot be rendered manageable.") Therefore, Defendant argued that an action that would cover a vast number of employees, as here, each of whom have markedly different experiences relevant to the alleged violations, is not manageable and may be stricken. *Id*.

32. Defendant also pointed out that some courts have held, if resolution of the PAGA claim would require "individualized determinations" as to "hundreds or thousands of differently situated employees", particularly where it may take "years of trial court time," it must be dismissed. *Id*. *36-37; *See also e.g. Lopez v. Liberty Mut. Ins. Co.*, Case No. 2:14-cv-05576-AB-JCx) (C.D.Cal., Feb. 11, 2020) 2020 U.S.Dist. LEXIS 45634, at *15 (striking PAGA claim as unmanageable because it "would require a multitude of individualized assessments"); *Nikmanesh v. Wal-Mart Stores, Inc.*, No. 8:15-cv- 00202-AG-JCG, ECF Dkt. 200, slip op. at 4-5 (C.D. Cal. Mar. 22, 2017) (dismissing uncertified PAGA claim "as unmanageable," where court previously "pointed to other examples of individualized variables when it denied class certification for failure of common questions to 'predominate over questions affecting only individual class members'"); *Salazar v. McDonald's Corp.*, No. 14-CV-02096-RS, 2017 WL 88999, at *7-9 (N.D. Cal. Jan. 5, 2017) (striking representative PAGA claims as unmanageable where underlying claims would require individualized determinations); *Brown v. Am. Airlines,*

Inc., No. CV 10-8431-AG (PJWX), 2015 WL 6735217, at *4 (C.D. Cal. Oct. 5, 2015) (striking PAGA claims because "[t]here appear[ed] to be too many individualized assessments to determine PAGA violations concerning overtime pay.")

33. Therefore, Defendant contends that each of Plaintiff's theories for a PAGA claim pursued in the instant cases is individualized, and would require testimony, subject to cross-examination and credibility assessments, from each supposed "aggrieved employee" to establish liability on the theory for any pay period. Additionally, because the law is unsettled in many areas of the law alleged by Plaintiffs, there is a very real possibility that a court would substantially reduce the penalties, even if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing penalties from $2.8 million to $500,000 based on wage statement violations because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed on appeal).

34. Based upon Defendant's arguments, defenses, risks to certification and merits, Plaintiff's Counsel determined that the realistic exposure was approximately $689,854.70, including interest and PAGA penalties, as follows:

a. <u>Failure to Pay Minimum Wages (Off the Clock)</u>: 42,745 shifts x 5 minutes per shift x $16.00 per hour x 20% (discounted to account for risks of certification and trial)= $11,398.67

b. <u>Failure to Pay Minimum Wages (Rounding):</u> 27,955 underpaid shifts x 3.6 minutes per underpaid shift x $16.00 per hour x 50% (discounted to account for risks of certification and trial)=$13,418.51

c. <u>Overtime</u>: $40,193.28 underpaid overtime due to off the clock and rounding overtime hours x 33% (discounted to account for risks of certification and trial) = $13,263.78

d. <u>Unpaid Meal Period Premiums</u>: 25,183 unpaid meal period premiums (60.2% of eligible shifts analyzed with unique violations) x $17.60 hourly rate x 30% (discounted to account for risks of certification and trial) = $132,966.24

e. <u>Unpaid Rest Period Premiums</u>: 32,547 shifts with rest period violations (77.2% of eligible shifts analyzed with unique violations) x $17.60 hourly rate x 20% (discounted to account for risks of certification and trial) = $114,565.44

f. <u>Failure to Reimburse:</u> $30 per month x 2,403 months in class period x 20% (discounted to account for risks of certification and trial)= $14,418.00

g. <u>Waiting Time Penalties</u>: 170 former employees x $140.80 average daily pay x 30 days x 20% (discounted to account for risks of certification and trial) = $143,616.00

h. <u>Failure to Comply with Itemized Wage Statement Provisions:</u> 7238 Pay Periods in Wage Statement Period at $50 per initial violation and $100 per subsequent violation and $4000 maximum penalty per employee x 10% (discounted to account for risks of certification and trial)= $71,445.00.

i. <u>PAGA Penalties :</u> 7238 PAGA Pay Periods x $20 penalty per pay period = $144,760.00

35. The negotiated settlement of $360,000 is approximately 52% of the realistic maximum liability. I believe this is an excellent result given the strength of the defenses raised and potential evidentiary issues. Accordingly, I respectfully submit that this settlement is well within the ballpark of reasonableness, and that the settlement is fair, reasonable, and adequate, and in the best interest of the Plaintiff and the Class.

36. This case also has the potential to impose significant litigation costs on all the parties, as Defendant is expected to continue challenging Plaintiff's allegations and to increase the pace of their investigation and opposition. Although it is difficult to foresee the ultimate result of a trial, we anticipate an expensive, complex and time-consuming process. We foresee the possibility of a lengthy and costly appeal regardless of the outcome of trial given the unsettled legal landscape governing this case. There was also the very real possibility that given the size of the company and the economic climate, Defendant would be unable to pay a sizeable judgment after incurring the expenses of prolonged litigation and trial. Further, in order to succeed on the merits, Class Members would also need to prevail on several hotly disputed legal and factual issues. Some of

these issues include the ability of the proposed Class Representative to advance the interests of all Class Members and assert claims which are representative of the entire class. Plaintiff would need to continue to tenaciously litigate this case through intense discovery, investigation, and law and motion pertaining to manageability, class certification and possible summary judgment issues, based on Defendant's aggressive posturing and vigorous dispute of liability and damages. Given these realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this Settlement.

37. I am not aware of any other not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

CONDITIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE

38. Commonality: Class Certification, as requested by the parties for the purposes of the Settlement only, should be granted because Plaintiff alleges that the proposed Class Members' claims all stem from the same alleged conduct, e.g., that Defendant's alleged policies, practices and procedures resulted in Defendant's failure to pay minimum and overtime wages, failure to provide lawful meal periods, failure to authorize and permit rest periods, failure to pay meal or rest period premiums, failure to timely pay wages upon separation from employment, failure to provide accurate wage statements, failure to reimburse necessary business expenses, failure to maintain required records, and unfair competition.

39. The nature and types of claims available to the Class Members are identical and arise out of application of uniform policies. For purposes of the Settlement, the main individualized differences between Class Members relate to the amount of compensation each Class Member would be entitled to receive based upon workweeks worked. This Action seeks recovery of unpaid wages and penalties pursuant to the California Labor Code, California Industrial Welfare Commission ("IWC") Wage Orders, and Section 17200 of the Business and Profession Code on behalf of Plaintiff and the rest of the Class Members, who all share claims arising out of the same policies and practices. In addition, Defendant's primary defense that its policies were facially lawful and lawful as applied are common to all members of the Class.

Under these circumstances, the commonality requirement for certification for settlement purposes is satisfied.

40. Typicality: The typicality requirement is met, as the proposed Class Representative and the Class Members have claimed that Defendant violated California law by the above-specified conduct. Under these specific circumstances, the typicality requirement for class certification for settlement purposes is satisfied because the Class Representative and the proposed Class Members all claim that Defendant committed similar violations based upon similar conduct, policies and practice and they seek the same remedies. Plaintiff contends, and Defendant does not dispute for settlement purposes, that their claims are typical of the claims of the Class Members because they arise from the same factual basis and are based upon the same legal theories as those applicable to the Class Members.

41. Adequacy and Numerosity: The adequacy requirement is also satisfied. The Class Representative will receive a reasonable award for his time and effort assisting counsel with factual issues surrounding the case. Other than this specific payment, all Class Members will receive a proportionate share of the Net Settlement Amount calculated by dividing the Net Settlement Amount by the total number workweeks worked by all participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks. As a result, there is no conflict of interest between the Class Representative and the Class Members. Additionally, the Class Representative and our firm have prosecuted this action vigorously on behalf of the Class Members and have represented the proposed Class's interests in obtaining documents and information related to the claims in litigation, in settlement negotiations, and at mediation. Our firm is well-versed in handling complex wage and hour class action litigations such as this one and submits that the class size of approximately 281 Class Members is sufficiently numerous to warrant conditional class certification. Class Counsel has kept in regular touch with Plaintiff, and believes this settlement is fair to both Plaintiff and Class Members. I am unaware of any interests of the Class Representative which are adverse or antagonistic to the interests of the Class.

42. Superiority: The named Class Representative and our firm, as Class Counsel,

believe that common questions of law and fact predominate over individual questions, and class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the Class in this case is sufficiently cohesive, since all Class Members share a common nucleus of facts and potential legal remedies, and because all of the Class Members and the Class Representative seek unpaid wages, unreimbursed expenses, penalties, and interest from Defendant for the allegations described herein. Plaintiff alleges that common questions predominate over individual questions, and the Class Members' potential legal remedies are identical. The alternative method of resolution is individual claims for lesser amounts of damages; however, individual cases would be uneconomical for potential plaintiffs because the cost of litigation dwarfs their potential recovery. While there are many Class Members, many of the Class Members' claims would be too small to justify individual litigation. Further, hundreds of separate lawsuits would be an unnecessary drain on judicial resources and could result in conflicting obligations being imposed upon Defendant. Therefore, class treatment is the preferred method of resolution.

43. Ascertainability: The proposed Class is ascertainable because all Class Members have worked for Defendant as employees and can be identified through Defendant's employee and personnel files and payroll records. Indeed, Defendant has already identified from its records approximately 281 current and former hourly non-exempt employees comprising the potential Class, which the Parties respectfully request the Court preliminarily certify for settlement purposes. Finally, for the purpose of settlement only, Plaintiff and Defendant have stipulated to class certification.

44. The Parties' proposed Class Notice is attached to the Settlement as **Exhibit A**. The plan for providing class notice will entail the Settlement Administrator mailing the Class Notice to all known and reasonably ascertainable Class Members based on Defendant's business records by USPS first class mail. The Class Notice is consistent with notices approved by numerous state and federal courts and is believed to be the best notice practicable under the circumstances of this case.

45. The Class Notice also fulfills the neutrality requirement. It summarizes the proceedings to date along with the terms and conditions of the Settlement in an informative and

coherent manner, and is accurate, objective, and understandable to Class Members, as is required under prevailing precedent. The Class Notice clearly states the Settlement does not constitute an admission of liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final settlement approval decision has yet to be made. Accordingly, the Class Notice complies with the standards of fairness, completeness and neutrality required of a settlement class notice.

THE COURT SHOULD PRELIMINARILY APPROVE THE SERVICE AWARD TO THE CLASS REPRESENTATIVE

46. The proposed Class Representative provided supporting documents and knowledge in assisting counsel in developing information necessary to litigate and settle this case. Plaintiff also conducted extensive record review and consultation with counsel to assist in evaluating and proving the claims and provided information and documents that were vital to Class Counsel's prosecution of this matter, and dedicated invaluable effort required to advance this matter to resolution. He also assisted counsel in preparing for mediation and made himself available during mediation to answer any questions that arose during the course of the mediation and has been actively involved in this matter since its inception. Plaintiff has been extensively involved in the litigation of the action. The Settlement provides for a Service Award to be paid of up to $7,500.00. The primary consideration for this payment is to compensate Plaintiff for his services and efforts to prosecute this class action, and the risk and potential consequences he assumed by virtue of serving as Class Representative and Plaintiff. The proposed Service Award is a small portion of the Gross Settlement Amount and is fair and justified as part of the Settlement. Per Defendant's request, Plaintiff has also individually executed a general release of all known and unknown claims, as opposed to the limited release by participating Class Members. Plaintiff is not receiving preferential treatment, and all Settlement Class Members will receive compensation consistent with their proportional share through the efforts of Plaintiff in the context of this suit. Plaintiff has provided a declaration regarding his efforts.

CLASS COUNSEL'S EXPERIENCE

47. Our firm has a great deal of experience in wage and hour class action litigation. We have been certified and approved as class counsel in many other wage/hour class actions.

48. In 1993, I graduated from the University of California, Los Angeles with a Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United States District Court, Central District. After approximately five months of service for Judge Marshall, I became a full-time extern for the United States Attorney's Office, Central District of California. My externship lasted for approximately five months. Thereafter, in 1997, I graduated from Whittier Law School. The same year, I was admitted to practice law in the State of California.

49. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating plaintiff related employment issues such as: Wrongful Termination, Age Discrimination, Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I obtained litigating employment related matters, I commenced the Wage and Hour division of our employment department in 2002. Since then, I have spent the vast majority of my practice litigating wage and hour class actions.

50. In 2007, I incorporated my wage and hour class action practice as James Hawkins APLC. Since its inception, this law firm has been exclusively involved in class action and complex litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class actions. I have been lead or co-lead counsel in all of the cases listed below.

51. I have a great deal of experience in wage and hour class action litigation. I have been certified and approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others before this Court and others. Although not an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this Action:

- ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-01754.
- ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- ***Morgan v. Aramark Campus, LLC,*** USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- ***West v Iron Mountain Information Management, Inc, et. al.;*** Los Angeles County Superior Court, Case No. BC393709.
- ***Gonzalez v. Superior Industries International, Inc.*, et al.,** Los Angeles County Superior Court, Case No. BC 357912.
- ***Acosta v. Fleetwood Travel Trailers of California, Inc.,* et al.,** Riverside County Superior Court, Case No. RIC 440630.
- ***Walker v. Sharkeez,* et al.,** Orange County Superior Court, Case No. 05CC00293.
- ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case No. 05CC00013.
- ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.,*** USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.,*** USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.

- ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.,*** Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.
- ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
- ***Burns v. Gymboree Operations, Inc.,*** **et al.,** San Francisco Superior Court, Case No. CGC-07-461612.
- ***Willems v. Diedrich Coffee, Inc., et al.,*** Orange County Superior Court, Case No. 07CC00015.
- ***Davila, et al. v. Beckman Coulter, Inc., et al.,*** Orange County Superior Court, Case No. 07CC01347.
- ***Perez v. Naked Juice Company of Glendora, Inc.,*** Los Angeles Superior Court, Case No. BC387088.
- ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- ***Placencia v. Amcor Packaging Distribution, Inc.,*** Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- ***Reyes v. Bristol Fiberlite,*** Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- ***Gutierrez v. HMT Tank,*** **USDC Central Dist.,** Case No. CV14-1967-CAS(MAN)

- ***Williams v. Il Fornaio America Corp.,*** Sacramento County, Case No. 34-2011-0009616.
- ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-2012-00611260.
- ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- ***Vigueras v. Red Robin International, Inc,*** USDC Central Dist. Case No. *SACV 17-1422 JVS (DFMx);*
- ***Smith v. Space Exploration Technologies Corp.,*** Los Angeles Superior Court, Case No. *BC55429;*
- ***Cano v. Financial Statement Services, Inc.,*** Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.,*** Riverside County Superior Court Case No. RIC1800119;
- ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- ***O'Brien, et al. v. Cerida Investment Corp.,*** Santa Clara Superior Court Case No. 21CV384527;
- ***Gonzalez v. Quality Aluminum Forge, LLC,*** Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.,*** United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- ***Milligan v. CWI, Inc.,*** San Bernardino Superior Court Case No. CIVDS 2013999;
- ***Aguilar v. LDI Mechanical, Inc.,*** Riverside County Case No. RIC1610019;
- ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;

- ***Benson v. F21 Opco, LLC,*** San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- ***Allen v. Creative Stone Mfg., Inc.*****,** San Bernardino County Superior Court Case No. CIVSB2201498;
- ***Santamaria v. Bright Horizons Children's Center,*** San Bernardino County Superior Court Case No. CIVSB2210140;
- ***Yniguez v. Airgas USA, LLC,*** Los Angeles County Superior Court Case No. 20STCV18190;
- ***Cervantez v. Genuine Parts Company,*** Los Angeles County Superior Court Case No. 22STCV00981;
- ***Robles v. Jetro Holdings, LLC,*** San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- ***Hernandez v. Euromarket Designs, Inc.,*** Santa Clara County Superior Court Case No. 20CV3770922;
- ***Ayala v. Veg-Land, et al.,*** Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- ***Puente v. Sully-Miller Contracting Co.,*** Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- ***Garcia v. Revolution Foods, Inc.,*** Los Angeles Superior Court Case No. BC579142;
- ***Attaway, et al. v. Alliance Residential, LLC,*** Santa Clara County Superior Court Case No. 20CV365134;
- ***Bowman v. Delta Dental of California,*** Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC,*** United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;

- ***Grant v. T-Mobile USA, Inc.,*** United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC,*** Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.,*** Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.,*** San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.,*** Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.,*** Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.,*** Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.,*** Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.,*** Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.,*** Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1719694;
- ***Villanueva v. Nordstrom, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1918706;
- ***Bryson v. Madame Tussauds, et al.,*** Los Angeles County Superior Court Case No. 19STCV33514
- ***Hightower v. Levy Premium, et al.,*** Santa Clara County Superior Court Case No. 19CV359262;

- *Marquez v. Maxim Crane Works, L.P.***, et al,** Los Angeles County Superior Court Case No. 19STCV39548;
- ***Rovira v. Silverado Senior Living Management, Inc.,*** Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- ***Hallum, et al. v. FCA US, LLC,*** San Bernardino County Case No. CIVDS1936782;
- ***Martinez v. Placer Title Co., et al.*****,** Kern County Case No. BCV-19-103486;
- ***Torres v. Van Law Food Products, Inc.,*** Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- ***Holmes v. Pet Food Express, LLC,*** Alameda County Case No. 22CV014140;
- ***Ventura v. Conduent Commercial Solutions, LLC,*** Kern County Case No. BCV-22-102043;
- ***Ramirez v. CSI Electrical Contractors, Inc.,*** Fresno County Superior Court Case No. 18CECG04150;
- ***Magana v. Eibach Springs, Inc.*****,** Riverside County Superior Court Case No. RIC1708917;
- ***Knox v. Express Messenger Systems, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1932323;
- ***Corona, et al. v. G&M Oil Company, Inc.,*** Los Angeles County Superior Court Case No. BC640876
- ***Aguilar v. Peach Home Services, Inc., et al.*****,** Riverside County Superior Court Case No. RIC1823057;
- ***Wilson v. M.C. LLC,*** Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- ***Nunez v. Nevell Group, Inc.,*** Orange County Superior Court Case No. 30-2015-00783269.
- ***Bendorf, et al. v. Sea World LLC,*** *et al.,* San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;

- ***DeMartini, et al. v. Safelite Fulfillment, Inc.,*** Marin County Case No. CIV20002076;
- ***Ayala, et al., v. Macy's West Stores, Inc.,*** Los Angeles County Case No. 20STCV34182;
- ***Wallen, et al. v. United Rentals (North America), Inc., et al.,*** Stanislaus County Case No. CV-22-000399;
- ***Granados v. Hyatt Corporation,*** United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- ***Vigil v. Hyatt Corporation,*** United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- ***Garcia v. U.S. Best Ingredients, Inc.,*** Los Angeles Superior Court Case No. 21TRCV00813.

52. In sum, my firm has been lead or co-lead counsel in hundreds of cases since its inception. We have recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

53. Our firm has served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action settlement in California history at $130,000,000. During this case, plaintiffs appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the record, and several additional letters informing the appellate court of new legal authority issued after Dukes. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation ("Lubin"),* 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of

Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the parties were able to secure the $130 million settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles Superior Court.

54. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial in the Central District of California involving the class and PAGA representative claims of over 23,000 employees which successfully resolved in the midst of trial for $8,500,000.

55. Even more recently, our office filed an appeal in the 9th circuit in *Valiente, et. al. vs. Swift Transportation Co. of Arizona*, Case No. 21-55456, challenging the retroactive application of The Motor Vehicle Safety Act, 49 U.S.C. § 31141 preemption of California meal and rest periods laws as applied to commercial drivers.

56. As demonstrated by our track record, our firm will aggressively litigate when necessary. We have also settled many high-stakes class and representative actions. Hawkins' settlements have directly compensated hundreds of thousands of California workers and consumers. Hawkins' actions have also forced employers to modify their policies for the benefit of employees including changing the compensation structure for certain employees and changing practices to ensure that workers will be able to take timely rest and meal breaks.

57. Based on our experience, demonstrated competence, resources to prosecute the claims at issue and reputation among our colleagues in the both the defense and plaintiffs' bar, I respectfully submit our firm's experience in the field of wage and hour cases provides us the ability to prosecute claims swiftly and often times without the need for protracted litigation. Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class members when challenged and necessary.

58. Class Counsel seeks approval of an award of attorneys' fees to Class Counsel of 33-1/3% of the Gross Settlement Amount, estimated to be $120,000.

59. The percentage method, with or without a lodestar cross-check, may be used in common fund cases like this one. *Laffitte v. Robert Half Int'l., Inc.* (2016) 1 Cal.5th 480, 503. In support of their fee request at Final Approval, Class Counsel will provide the Court with lodestar

information to permit the Court to do a lodestar cross-check in connection with Class Counsel's request for attorney's fees.

60. Class Counsel's fees request is reasonable considering: (a) the work involved in achieving an excellent result for the Class and bringing the action to an efficient resolution, (b) the associated risks to Class Counsel in taking a matter on a contingency basis, (c) the substantial benefits conferred on the Class, and (d) the overwhelmingly positive response by Class Members to the Settlement.

61. Given the extensive efforts of counsel, 1/3 of the Gross Settlement Amount is respectfully believed to be a reasonable award. Our firm has borne the entire risk and cost of this litigation on a pure contingency basis. The legal issues raised in this case were complex and drew significantly upon the experience of Class Counsel. The proposed attorneys' fees accurately reflect the legal marketplace and are within the range of customarily approved fees by California courts.

62. Despite the complexity of the case, Class Counsel has, through our investment of substantial effort and resources, secured an outstanding settlement on behalf of the Class Members. The issues and arguments Class Counsel has encountered and overcome in arriving at the parties' negotiated settlement terms were complex and required skillful advocacy that can arise only out of experience, professional perspective, and prior success. Defendant has vigorously challenged the claims pled in the operative complaint, contested liability, the amount of claimed damages, argued that class certification would not have been granted, threatened to bring a summary judgment motion, and would have continued to vigorously attack the viability of the action through trial. Despite these challenges, Class Counsel negotiated a substantial settlement on behalf of the Class for such claims. Accordingly, Class Counsel believes the Settlement to be fair, reasonable, and adequate and that it is in the best interest of the Class Members. The fairness and adequacy of the Settlement is confirmed by all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's counsel also agree that the settlement is fair, reasonable and adequate.

63. Plaintiff and Class Counsel respectfully submit the fees and costs provision of the Settlement is fair and reasonable both when cross-checked under the lodestar and common fund method. The total billable hours that counsel have invested and will invest in prosecuting this action, should this honorable Court approve the settlement, is substantial. I respectfully submit that our fees and costs request is fair and reasonable because we have personally expended substantial time and effort in achieving the proposed Settlement, including the following tasks: investigating the factual and legal basis of the action; analyzing documents provided by Plaintiff, including time and payroll documents and policy documents; investigating Defendant's organization and structure from publicly available information; preparing the complaint; drafting the letter to the LWDA; drafting written discovery; preparing and reviewing informal document and data discovery requests for mediation; engaging in meet and confer efforts regarding the data and documents necessary for mediation; reviewing and analyzing hundreds of pages of document, including a significant volume of time and payroll data; conversations with defense counsel regarding the claims alleged in this action, and the information needed for analysis, preparing complex damages analysis and extrapolation of damages to the entire Class; preparing for and attending mediation; negotiating and finalizing the memorandum of understanding and the long form settlement agreement in the months following mediation; soliciting proposals from settlement administrators; and drafting the preliminary approval motion and supporting papers. As such, I respectfully submit that a lodestar cross-check will support the reasonableness of the requested fees, and a reasonable multiplier, if any, need be applied to reach the requested fee allocation.

64. I submit that the requested attorneys' fees are fair and reasonable, as are the hourly rates at which our attorneys bill. The fee request at final approval will be supported by a detailed explanation of the qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the amount of time performed on the various tasks performed on behalf of Plaintiff and the Class Members.

65. In serving as Plaintiff's counsel and Class Counsel in this matter, Class Counsel will also seek reimbursement for the out-of-pocket costs up to $18,000. Any sums not awarded will be

available for distribution to the Class as part of the Net Settlement Amount. I will provide the Court with a detailed summary of the total costs at the time of the Final Approval Motion. These fees and costs are reasonable and necessarily incurred in litigating this matter and in pursuit of the settlement.

NOTICE TO LWDA

66. On July 29, 2025, a copy of the proposed Settlement Agreement was submitted to the Labor Workforce and Development Agency. A true and correct copy of the submission confirmation is attached hereto as **Exhibit 2**.

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

Executed on July 29, 2025 at Irvine, California.

James R. Hawkins

EXHIBIT 1

Class Action and PAGA Settlement Agreement and Release

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Leobardo Castanada ("Plaintiff") and Defendant Tuscany Cheese, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against DEFENDANT captioned LEOBARDO CASTANADA v. TUSCANY CHEESE, LLC, case no. 30-2023-01328407-CU-OE-CXC, initiated on May 26, 2023, and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means Apex Class Action Administration, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all individuals who worked for Defendant in any location in the State California as non-exempt, hourly-paid employees at any time during the PAGA Period.

1.5. "Class" means all individuals who worked for Defendant in any location in the State California as non-exempt, hourly-paid employees at any time during the Class Period.

1.6. "Class Counsel" means Attorneys James R. Hawkins, Christina Lucio, and Mitchel Murray of James Hawkins APLC.

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

1.8. "Class Data" means Class Member identifying information in Defendant’s possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from August 18, 2019, to November 1, 2024.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Award" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Orange.

1.16. "Defendant" means named Defendant Tuscany Cheese LLC.

1.17. "Defense Counsel" means Attorneys Joseph E. Thomas, William J. Kolegraff, and Grant J. Thomas of Thomas Whitelaw & Kolegraff LLP and Nancy Rader Whitehead of Scott & Whitehead.

1.18. "Effective Date" means the date which is the later of (a) if no appeal of the Court's Final Approval Order is filed, the day after the deadline for filing any such appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the final resolution of the appeal and/or the expiration of any time period for any further appeal or judicial review, resulting in the final judicial approval of the Agreement.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $360,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Award and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from May 26, 2022, to November 1, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's May 26, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount: $18,000.00 (25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.)

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Leobardo Castanada, the named Plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Defendant, their affiliated companies, and their respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

2.1. On May 26, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for 1) Failure to Pay Minimum Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Lawful Meal Periods; 4) Failure to Provide Authorize and Permit Lawful Rest Periods; 5) Failure to Pay Timely Wages Owed Upon Separation From Employment; 6) Failure to Reimburse Necessary Expenses; 7) Knowing and Intentional Failure to Comply with Accurate Itemized Wage Statement Provisions; and 8) Violation of the Unfair Competition Law.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff provided timely written notice to Defendant and the LWDA by sending the PAGA Notice on May 26, 2023.

2.3. 65 days having passed since Plaintiff provided written notice to Defendant and the LWDA, on August 18, 2023 Plaintiff filed a First Amended Complaint ("FAC"), adding a cause of action for Civil Penalties Pursuant to Private Attorneys' General Act, Labor Code section 2698 et seq. The FAC is the Operative Complaint in this action.

2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.5. On August 12, 2024 the Parties participated in a mediation presided over by Kristin Rizzo which ultimately led to this Agreement to settle the Action. While the case did not resolve at mediation, the Parties continued arms-length negotiations with the assistance of Mediator Rizzo and eventually reached the resolution set forth in this Agreement.

2.6. Prior to mediating the Action, Plaintiff obtained, through formal and informal discovery and investigation, data, documents and testimony. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.7. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $360,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant shall have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

> **3.2.1. To Plaintiff:** Class Representative Service Award to the Class Representative of not more than $7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Award

using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Award.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3% of the Gross Settlement Fund, or $120,000.00 and a Class Counsel Litigation Expenses Payment of up to $18,000.00. Defendant will not oppose requests for these payments provided that the requests do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $9,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $9,000.00, the remainder will be allocated to the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $18,000.00 to be paid from the Gross Settlement Amount, with 75% ($13,500.00) allocated to the LWDA PAGA Payment and 25% ($4,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($4,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates the Class Members collectively worked a total of approximately 10,000 Workweeks during the Class Period.

4.2. Class Data. No later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Award. Disbursement of the Class Counsel Fees Payment, the

Class Counsel Litigation Expenses Payment and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. Releases of Claims. Effective upon entry of final judgment and contingent upon Defendant's full funding of the entire Gross Settlement Amount and all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff agrees to completely, irrevocably, unconditionally, and generally release the Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages, and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring on or before December 30, 2024, related to the Plaintiffs' employment with Defendant and/or the Action, including but not limited to any rights or claims arising under the California Constitution; the California Labor Code; the California Business & Professions Code; the California Code of Regulations; the California Fair Employment and Housing Act; the Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; federal and state family leave statutes; and any and all other federal, state, and local laws, statutes, executive orders, regulations, and common law, including contract, employment, and tort law. This Complete and General Release includes a 1542 Waiver. Plaintiff may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Complete and General Release, but upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all of the claims covered by the Complete and General Release accruing through December 30, 2024. Plaintiff agrees and understand that Defendant and Plaintiff have had a bona fide dispute regarding, inter alia, wages owed. Nothing herein shall be deemed to waive any right to enforce the Settlement Agreement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

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

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

5.2 Release by Participating Class Members: 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, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in the Action during the Class Period. This includes, without limitation, claims, causes of action, or allegations relating to (1) failure to pay minimum wages, (2) failure to pay overtime owed, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages owed upon separation from employment, (6) failure to reimburse necessary expenses, (7) knowing and intentional failure to comply with itemized wage statement provisions, (8) violation of the unfair competition law, and (9) failure to maintain required records. Except as set forth in Section 6.3 of this Agreement, 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, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, 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 PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice. This includes, without limitation, claims, causes of action, or allegations for civil penalties relating to (1) failure to pay minimum wages, (2) failure to pay overtime owed, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages owed upon separation from employment, (6) failure to reimburse necessary expenses, (7) knowing and intentional failure to comply with itemized wage statement provisions, (8) violation of the unfair competition law, and (9) failure to maintain required records.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to cooperate in preparing a motion for preliminary approval ("Motion for Preliminary Approval") of the Settlement.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 7 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendant shall have no less than 3 business days to review the above-specified documents.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Any disputes that cannot be resolved by the Parties shall be presented to the mediator, Kristin Rizzo, for resolution. The costs associated with any such dispute shall be borne equally by Plaintiff and Defendant.

7. SETTLEMENT ADMINISTRATION

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

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

7.3 Notice to Class Members

7.3.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.3.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.3.4 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members.

If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.3.5 Notice of the final judgment will be posted on the Administrator’s website.

7.5 Requests for Exclusion (Opt-Outs)

7.5.1 Class Members who wish to exclude themselves from the Settlement must submit a written Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) calendar days after the initial mailing of the Notice ("Response Deadline"). To be valid, a Request for Exclusion must: (1) contain the Class Member's full name, address, and last four digits of their Social Security number; (2) be signed by the Class Member; and (3) state in substance: "I wish to exclude myself from the class action settlement in Castanada v. Tuscany Cheese, LLC." The Settlement Administrator shall promptly notify counsel for all Parties of any Requests for Exclusion received. Class Members may elect to use the form attached as **Exhibit B** to submit a request for exclusion or submit a written exclusion with the same information required in this paragraph.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded.

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

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non- Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 If more than five percent (5%) of the total Settlement Class members exclude themselves and opt out of the settlement, Defendant may, in its sole discretion, unilaterally withdraw from and terminate the settlement no later than five (5) days prior to the date of the Final Approval Hearing.

7.6 Challenges to Calculation of Workweeks

Each Class Member shall have 60 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Data are correct.

7.7 Objections to Settlement

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. All written objection must: (1) contain the Class Member's full name, address, and last four digits of their Social Security number; (2) be signed by the Class Member; and (3) state in substance the legal and factual basis for the objection. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice. Class Members may elect to use the form attached as **Exhibit C** to submit an objection or submit a written objection with the same information required in this paragraph.

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

8. WORKWEEK ESTIMATES AND ESCALATOR CLAUSE

If the total workweeks in Defendant's Class Data through November 1, 2024 exceeds 10,000 workweeks by more than 10% (i.e., if there are 11,000 or more total workweeks), at the option of Defendant, the Defendant shall either:

(a) Increase the Gross Settlement Amount pro rata, with a 10% grace margin (e.g., if the workweek numbers increase by 11%, the Gross Settlement Amount shall increase by 1%), or

(b) Elect to move the end date for the Class Period to the latest date before November 1, 2024 with a total number of workweeks that is within the 10% buffer.

The election must be made at least 3 days before notice is sent to the Class Members.

9. RIGHT TO WITHDRAW

Notwithstanding any other provision of this Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement no later than 5 days before the date of the Final Approval Hearing in the event that 10% or more of the Class Members request exclusion from this settlement. In the event Defendant nullifies the Settlement, Defendant will be solely responsible for the costs of administration incurred.

10. DISPUTE RESOLUTION

Any dispute between the Parties as to the remaining terms of the settlement agreement shall be presented to the mediator, Kristin Rizzo, for resolution. The costs associated with any dispute shall be borne equally by Plaintiff and the Defendant.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

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

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

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

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

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the

Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

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

To Plaintiff:

James Hawkins
james@jameshawkinsaplc.com
Chrstina Lucio
christina@jameshawkinsaplc.com
James Hawkins APLC
9880 Research Dr., Suite 200
Irvine, CA 92618

To Defendant:

1. Thomas Whitelaw & Kolegraff LLP, 18101 Von Karman Ave., Suite 230, Irvine, CA 92612
2. Scott & Whitehead, 4675 MacArthur Ct., Suite 1240, Newport Beach, CA 92660

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

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this *Settlement Agreement as of the date set forth below:*

READ CAREFULLY BEFORE SIGNING

Firmado por:
Leobardo Castaneda
432741BA34FD4D4...

Plaintiff Leobardo Castanada — 6/23/2025 Dated

JJ Gaglio, General Manager for Defendant Tuscany Cheese, LLC — 6/12/25 Dated

APPROVED AS TO FORM:

THOMAS WHITELAW & KOLEGRAFF LLP
SCOTT & WHITEHEAD

Nancy Rader Whitehead

Joseph E. Thomas
William J. Kolegraff
Grant J. Thomas
Nancy Rader Whitehead — 6/12/2025 Dated

Counsel for Defendant

JAMES HAWKINS APLC

James R. Hawkins
Christina M. Lucio — 06/23/2025 Dated

Counsel for Plaintiff

EXHIBIT A

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

LEOBARDO CASTANADA v. TUSCANY CHEESE, LLC
Case no. 30-2023-01328407-CU-OE-CXC

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 action lawsuit ("Action") against Tuscany Cheese, LLC ("Defendant" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Leobardo Castaneda, ("Plaintiff") and seeks payment of unpaid wages, interest, penalties and other relief for class of non-exempt, hourly employees ("Class Members") who worked for Defendant in California during the Class Period (August 18, 2019, to November 1, 2024), and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all non-exempt, hourly employees who worked for Defendant in California during the PAGA Period, May 26, 2022, to November 1, 2024 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $______ (less withholding) and your Individual PAGA Payment is estimated to be $______**. 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 Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked ______ workweeks** during the Class Period and **you worked ______ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	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. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______________**	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 **7** of this Notice.

You Can Participate in the Final Approval Hearing on ______________	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by ______________**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ______________. See Section **4** of this Notice.

1.WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to pay wages due upon termination, failing to provide lawful meal periods, failure to authorize and permit lawful rest periods, knowingly and intentionally failing to provide accurate itemized wage statements, failing to reimburse necessary expenses, and violation of the Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"): James R. Hawkins, Esq., Christina Lucio, Esq., and Mitchell Murray, Esq. of James Hawkins APLC: 9880 Research Drive, Suite 200, Irvine, CA 92618.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Specifically, Defendant denies that it failed to pay minimum ages or overtime, that it failed to provide lawful meal periods and rest breaks, that it failed to provide accurate itemized wage statements, or that it engaged in any of the labor law violations alleged in the Action.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an 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 Defendant 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, Defendant does 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) Defendant has 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. Defendant Will Pay $360,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has 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 Award, Class Counsel's attorney's fees and litigation expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. 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. Up to $120,000.00 (33 1/3%) of the Gross Settlement to Class Counsel for attorneys' fees and up to $18,000.00 in litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $7,500.00 as a Class Representative Service Award to be paid to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to $9,000.00 to the Administrator for services administering the Settlement.

D. Up to $18,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. 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 Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to penalties and interest ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer 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 Defendant 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 will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve 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 _______________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion form by the _______________Response Deadline. Whether you choose to use the form or not, the Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement 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 Defendant.

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 Defendant 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administrators (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, 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 Defendant has fully funded the 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 Defendant or related entities for wages or penalties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> All claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative First Amended Complaint in the Action during the Class Period. This includes, without limitation, claims, causes of action, or allegations relating to (1) failure to pay minimum wages, (2) failure to pay overtime owed, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages owed upon separation from employment, (6) failure to reimburse necessary expenses, (7) knowing and intentional failure to comply with itemized wage statement provisions, (8) violation of the unfair competition law, and (9) failure to maintain required records. 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, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases and Non-Participating Class Members are as follows:

> All PAGA claims pled or that could have been pied based on the factual allegations contained in the Operative Complaint in the Action and PAGA letter sent by Plaintiff during the PAGA Period as to the Aggrieved Employees. This includes,

without limitation, claims, causes of action, or allegations for PAGA Penalties relating to (1) failure to pay minimum wages, (2) failure to pay overtime owed, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages owed upon separation from employment, (6) failure to reimburse necessary expenses, (7) knowing and intentional failure to comply with itemized wage statement provisions, (8) violation of the unfair competition law, and (9) failure to maintain required records.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $4,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _______________ to challenge the number of Workweeks and/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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's 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 Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's 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. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check 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?

You may choose to use the form attached to this notice or submit a separate 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 writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "LEOBARDO CASTANADA v. TUSCANY CHEESE, LLC, case no. 30-2023-01328407-CU-OE-CXC," and include your identifying information (full name, address, telephone number, approximate dates of employment, and 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. **The Administrator must be sent your request to be excluded by _______________, 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 Defendant are asking the Court to approve. At least 16 court days before the _______________ Final Approval Hearing, Class Counsel and 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 Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website __________(url)________________ or the Court's website __________(url)_______________.

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** _______________. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. You may choose to use the form mailed with this notice or submit a separate written objection. Make sure you identify the Action as "LEOBARDO CASTANADA v. TUSCANY CHEESE, LLC, case no. 30-2023-01328407-CU-OE-CXC" and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 _______________ at __(time)__ in Department CX104 of the Orange County Superior Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, CA 92701. 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 to attend) either personally or virtually via the following URL: https://acikiosk.azurewebsites.us/home?dept=CX104. 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 Administrator's website ________________________________ beforehand 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 Defendant 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 go to the Administrator's website at _________(url)_____________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Orange County Superior Court website by going to https://civilwebshopping.occourts.org/Search.do#searchAnchor and entering the Case Number for the Action, Case No. 30-2023-01328407-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center by calling (657) 622-6878.

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

Class Counsel:

Name of Attorney:	James R. Hawkins and Christina M. Lucio
Email Address:	James@jameshawkinsaplc.com; christina@jameshawkinsaplc.com
Name of Firm:	James Hawkins APLC
Mailing Address:	9880 Research Drive, Suite 200, Irvine, CA 92618
Telephone:	(949) 387-7200

Settlement Administrator:
Name of Company:
____

Email Address: ____

Mailing Address: ____

Telephone: ____

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 should consult the Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

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 B

Superior Court of California, County of Orange
LEOBARDO CASTANADA v. TUSCANY CHEESE, LLC
Case No. 30-2023-01328407-CU-OE-CXC

REQUEST FOR EXCLUSION FORM

YOU MAY TIMELY SUBMIT THIS REQUEST FOR EXCLUSION ONLY IF YOU DO NOT WISH TO BE INCLUDED IN THE SETTLEMENT AND IF YOU DO NOT WISH TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT.

INSTRUCTIONS:

You must timely complete, sign, and mail this Request for Exclusion if you want to "opt out" of the Settlement and do not want to receive an Individual Class Settlement Payment.

Please verify and/or complete any missing identifying information:

FULL NAME: ______________________________

ADDRESS LINE 1: ______________________________

ADDRESS LINE 2: ______________________________

LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER: ______________________________

If you want to be excluded from the Settlement and not receive an Individual Class Settlement Payment, you must timely submit this Request for Exclusion to the Settlement Administrator at *Castanada v. Tuscany Cheese, LLC*, c/o _____________, ________________, no later than ________________.

I understand that by submitting this Request for Exclusion, I am excluding myself from the class action settlement in *Castanada v. Tuscany Cheese, LLC* and I will not receive an Individual Class Settlement Payment. I understand that I cannot exclude myself from the PAGA portion of the Settlement.

Date: ________________________________ , 2025

Signed: ________________________________

EXHIBIT C

EXHIBIT C

Superior Court of California, County of Orange
LEOBARDO CASTANADA v. TUSCANY CHEESE, LLC
Case No. 30-2023-01328407-CU-OE-CXC

OBJECTION FORM

THIS FORM MUST BE POSTMARKED NO LATER THAN ________________, 2025.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by claims administrator]

If you wish to Object to the Settlement, you should submit your objection to the Settlement Administrator. You may use this Objection Form to submit your objection. Your objection should state why you object to the settlement. The objection must be mailed to the Settlement Administrator at the address below and must be postmarked no later than **____________________, 2025**. Late objections will not be considered. If your objection is overruled, you will still receive your Individual Settlement Payment and you will have released the Released Parties as provided for in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

You may also, if you wish, appear at the Final Fairness and Approval Hearing set for __________________, _____ at _____ a.m./p.m. in Department CX101 of the Orange County Superior Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, CA 92701, and discuss your objections with the Court and the Parties. If you submit a written objection, counsel for the Plaintiff will notify you of any continued hearing date. Otherwise, the Final Approval Hearing may be continued to another date without further notice. You may withdraw your objections at any time. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to appear at the Final Approval Hearing to have your written Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. Any reasons not included in the written objection will not be considered. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Tuscany Cheese, LLC.

Reason(s) for Objection: (you may include additional pages if necessary)

____

____

____

Dated: ___________________________

____
(signature)

____
(typed or print name)

____
(address)

____
(telephone number)

____
(last four digits of social security number)

If you object, please mail the completed form by ___________________________, 2025 to:

____

c/o

[ADDRESS and phone number]

EXHIBIT 2

State of California
Labor and Workforce Development Agency / Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): * 957838-23

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXX-XX".
[Search for PAGA Case number]

Your Information (Person Who is Filing)

Your First Name * Christina

Your Last Name * Lucio

Your Email Address * irma@jameshawkinsaplc.c

Your Street Name, Number and Suite/Apt * 9880 Research Drive, Suit

Your Mobile Phone Number 949-387-7200

Your City * Irvine

Your Work Phone Number

Your State * California

Your Zip/Postal Code * 92618

Documents

Other Document *

Choose File Ex. 1, Settlem…t – Signed.pdf

Other Attachment (if any)

Choose File No file chosen

Add Another Attachment

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

I'm not a robot

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Privacy - Terms

reCAPTCHA helps prevent automated form spam.

Previous Page Submit

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

Click Here to Search Case

Irma Ceja

From:	DIR PAGA Unit <no-reply@formassembly.com>
Sent:	Tuesday, July 29, 2025 10:30 AM
To:	Irma Ceja
Subject:	Thank you for your Other Response or Document Submission

07/29/2025 10:29:43 AM

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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