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on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND ENTRY
OF JUDGMENT**

Date: March 20, 2026
Time: 9:00 a.m.
Dept: CX-101

Complaint Filed: May 26, 2023

1 This matter came before the Court for hearing on Plaintiff's Motion for Final Approval of
2 a Class Action Settlement Agreement and Award of Attorneys' Fees, Costs, and Class
3 Representative Service Payments. The Court considered the proposed Class Action and PAGA
4 Settlement Agreement and Release ("Settlement") attached hereto as Exhibit 1, the submissions
5 of counsel, and all other papers filed in this action. This matter having been submitted, and good
6 cause appearing therefore, this Court **HEREBY FINDS THAT:**

7 1. This Order incorporates by reference the Class Action and PAGA Settlement
8 Agreement (the "Settlement Agreement" or the "Settlement"), which is attached as Exhibit 1 to
9 the Declaration of James R. Hawkins in Support of Plaintiff's Motion For Preliminary Approval
10 of Class Action and PAGA Settlement filed on July 29, 2025 (ROA No. 63), and unless indicated
11 otherwise, all capitalized terms used herein will have the same meaning as set forth in the
12 Settlement Agreement.

13 2. The Court finds that it has jurisdiction over the subject matter of the action and
14 over all parties to the action, including all Class Members.

15 3. The Court finds the Settlement was entered into in good faith, that it is fair,
16 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
17 approval of this class action settlement under California law, including the provisions of
18 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

19 4. In so finding, the Court considered all evidence presented, including evidence
20 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims
21 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
22 investigation and discovery completed; and the experience and views of counsel. The Parties have
23 provided the Court with sufficient information about the nature and magnitude of the claims being
24 settled, as well as the impediments to recovery, to make an independent assessment of the
25 reasonableness of the terms of the Settlement.

26 5. With respect to the Class and for the purpose of approving the Settlement only,
27 this Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that
28

1 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class
2 Members, and there is a well-defined community of interest among Class Members with respect
3 to the subject matter of the claims in the action; (c) the claims of Plaintiff are typical of the claims
4 of the Class Members; (d) the Plaintiff have fairly and adequately protected the interests of the
5 Class Members; (e) a class action is superior to other available methods for an efficient
6 adjudication of this controversy; and (f) counsel for Plaintiff are qualified to serve as Class
7 Counsel for the Class Members.

8 6. Notice was provided to the Class Members in compliance with the Settlement and
9 Preliminary Approval Order, California Code of Civil Procedure section 382, California Rules of
10 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
11 law. The Notice: (i) fully and accurately informed Class Members about all material elements of
12 the action and proposed Settlement; (ii) provided sufficient information so that Class Members
13 were able to decide whether to opt-out and pursue their own remedies, or object to the proposed
14 Settlement; (iii) provided procedures for Class Members to request exclusion from the Settlement,
15 to state written objections to the proposed Settlement, to dispute the amount of work weeks, and
16 to appear at the hearing; and (iv) provided the time, date and place of the final fairness hearing.

17 7. Class Members were given a full opportunity to participate in the final fairness
18 hearing, and all Class Members and other persons wishing to be heard have been heard.

19 8. The Gross Settlement Amount and the means of distributing the Net Settlement
20 Amount to Participating Settlement Class Members are fair and reasonable in light of the nature
21 of this case.

22 9. The Court finds that James Hawkins, Christina Lucio, and Mitchell Murray of
23 James Hawkins APLC have the requisite qualifications, experience, and skill to protect and
24 advance the interests of the Class Members. The Court therefore finds that counsel satisfy the
25 professional and ethical obligations attendant to the position of Class Counsel, and hereby
26 appoints James Hawkins APLC as counsel for the Class Members.
27
28

1 10. Class Counsel has provided services and benefits to absent Class Members and
2 expended efforts and resources to secure the benefits and is thus entitled to the requested and
3 unopposed attorneys' fees and costs as approved by the Court. The Court finds that an award of
4 attorneys' fees of \$120,000 (33-1/3%) of the Gross Settlement Amount created by the Settlement
5 is reasonable for a contingency fee in a class action and that use of this method for determining
6 the fee award is reasonable because it encourages efficient litigation.

7 11. The Class Representative prosecuted this lawsuit, worked with counsel, undertook
8 the risks associated with litigation, acted to protect the interests of the Class, and conferred a
9 benefit on absent Class Members, and are thus entitled to receive a Class Representative Service
10 Award in the amount of \$7,500.

11 12. The appointed Settlement Administrator, Apex Class Action Administration
12 ("Apex"), rendered services and will continue to render services, in connection with administering
13 the notice and settlement process, and is thus entitled to its requested administration fees.

14 13. The Gross Settlement Amount or "common fund" is \$360,000, with the Net
15 Settlement Amount to be paid to Participating Class Members being calculated by deducting the
16 following amounts from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees of
17 \$120,000; (2) Class Counsel's documented costs of \$13,286.44; (3) the Class Representative
18 Service Payment of \$7,500 to be paid to Plaintiff Castanada as the Class Representative; (4)
19 PAGA Penalties of \$18,000 (75% to the LWDA (\$13,500) and 25% to the Aggrieved Employees
20 (\$4,500.00) and (5) the Settlement Administrator fees of \$8,990.00 to Apex. The Net Settlement
21 Amount which will be paid as Individual Class Payments to Participating Class Members is
22 estimated to be approximately \$192,223.56. There is no reversion to Defendants.

23 14. The Court finds that the Settlement meets all of the requirements for approval.

24 **IT IS ORDERED THAT:**

25 **1. Class Members:** The Court certifies, for settlement purposes only, the following
26 Class: all persons who worked for Defendant in any location in the State of California as non-
27 exempt, hourly paid employees during the Class Period.
28

1 **2. Aggrieved Employees:** All persons who worked for Defendant in any location in
2 the State of California as non-exempt, hourly paid employees during the PAGA Period

3 **3. Class Period:** The Class Period is defined as the period from August 18, 2019, to
4 November 1, 2024.

5 **4. PAGA Period:** The PAGA Period is defined as the period from May 26, 2022, to
6 November 1, 2024.

7 **5. Plaintiff's Release.** Effective upon entry of final judgment and contingent upon
8 Defendant's full funding of the entire Gross Settlement Amount and all employer-side payroll
9 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, in his individual
10 capacity, is deemed to have released and discharged Defendant and the Released Parties as set
11 forth in Plaintiff's Release in the Settlement. In addition, Plaintiff expressly waives and
12 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil
13 Code.

14 **6. Participating Class Member Release.** Effective upon entry of final judgment and
15 contingent upon Defendant's full funding of the entire Gross Settlement Amount and all employer-
16 side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and all
17 Participating Class Members shall be deemed to have released and discharged Defendant and the
18 Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged,
19 or reasonably could have been alleged, based on the facts stated in the Operative Complaint in the
20 Action during the Class Period. This includes, without limitation, claims, causes of action, or
21 allegations relating to (1) failure to pay minimum wages, (2) failure to pay overtime owed, (3)
22 failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure
23 to timely pay wages owed upon separation from employment, (6) failure to reimburse necessary
24 expenses, (7) knowing and intentional failure to comply with itemized wage statement provisions,
25 (8) violation of the unfair competition law, and (9) failure to maintain required records. Except as
26 set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release
27 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
28 Employment.

1 **7. Aggrieved Employee Release.** Effective upon entry of final judgment and
2 contingent upon Defendant's full funding of the entire Gross Settlement Amount and all employer-
3 side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and all
4 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
5 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
6 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
7 been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA
8 Notice. This includes, without limitation, claims, causes of action, or allegations for civil penalties
9 relating to (1) failure to pay minimum wages, (2) failure to pay overtime owed, (3) failure to
10 provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely
11 pay wages owed upon separation from employment, (6) failure to reimburse necessary expenses,
12 (7) knowing and intentional failure to comply with itemized wage statement provisions, (8)
13 violation of the unfair competition law, and (9) failure to maintain required records.

14 **8. Class Relief.** Defendant shall fully fund the Gross Settlement Amount, and also
15 fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
16 funds to the Administrator no later than 30 days after the Effective Date. The Settlement
17 Administrator shall calculate and distribute the Individual Class Payments to the Participating
18 Class Members and Individual PAGA Payments to the Aggrieved Employees. The distribution of
19 all sums shall be in accordance with the instructions and timelines set forth in the Settlement.

20 **9. Uncashed Checks.** Individual Settlement Payment checks and Individual PAGA
21 Payment checks shall be negotiable for 180 days from the date of issuance. Any checks that have
22 not been negotiated within 180 days after the date of issuance will be voided and the Settlement
23 Administrator will report and send the unclaimed funds to the California Controller's Unclaimed
24 Property Fund to be held in the name of the Participating Class Member and/or Aggrieved
25 Employee.

26 **10. Attorneys' Fees and Costs.** Class Counsel are awarded \$ _____ (requested
27 \$120,000) in attorneys' fees and \$ _____ (requested \$13,286.44) in costs. The Settlement
28 Administrator is ordered to distribute these sums in accordance with the terms and timelines set

1 forth in the Settlement.

2 **11. Class Representative Service Award.** Plaintiff Leobardo Castanada is awarded
3 \$_____ (requested \$7,500) as a Service Award for his services on behalf of the Class,
4 and for agreeing to broader release than those required of the other Class Members.

5 **12. Payment of Settlement Administration Costs.** The Court approves settlement
6 administration costs and expenses in the amount of \$_____ (requested \$8,990.00) to Apex.

7 **13. Final Accounting Report.** The Parties shall file a report concerning any uncashed
8 checks or other cash residue by 16 court days before the Compliance Hearing. The report shall be
9 in the form of a declaration from the Settlement Administrator and shall describe: (i) the date the
10 checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average
11 amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of
12 those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and
13 date of the disposition of those unclaimed funds.

14 **14. Compliance Hearing.** The Court sets a compliance hearing for
15 _____, 2027 at _____ a.m./p.m. (January 9, 2027 proposed).

16 **15. Entry of Judgment.** This Final Approval Order shall constitute a final judgment
17 in accordance with California Rule of Court 3.769(h). The Court directs the Clerk to enter
18 judgment in accordance with the terms of this Final Approval Order.

19 **16. Notice of Entry of Judgment.** The Parties are to give notice to all Class Members
20 of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b)
21 by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

22 **17. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
23 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
24 this action and the parties until final performance of the Settlement.

25 **IT IS SO ORDERED.**

26 DATED: _____ By: _____
27 HON. WILLIAM CLASTER
28 JUDGE OF THE SUPERIOR COURT

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 Los Angeles.

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-Judgment 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

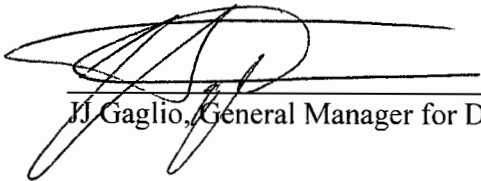
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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

Plaintiff Leobardo Castanada



J. Gaglio, General Manager for Defendant Tuscany Cheese, LLC

Dated

6/12/25

Dated

APPROVED AS TO FORM:

**THOMAS WHITELAW & KOLEGRAFF LLP
SCOTT & WHITEHEAD**



Joseph E. Thomas
William J. Kolegraff
Grant J. Thomas
Nancy Rader Whitehead

Counsel for Defendant

JAMES HAWKINS APLC

James R. Hawkins
Christina M. Lucio

Counsel for Plaintiff

6/12/2025

Dated

Dated