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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