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9 on behalf of himself and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF ORANGE**

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

15 Plaintiff,

16 v.

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

19 Defendants.

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

Assigned for All Purposes To:

Hon. William Claster

Dept. CX101

**[PROPOSED] ORDER GRANTING
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

On ____, 2025, the Court conducted a hearing on Plaintiff's Motion For Preliminary Approval of Class Action and PAGA Settlement (the "Motion"). The Court, having read and considered the papers filed in support of Plaintiff's Motion For Preliminary Approval of Class Action and PAGA Settlement, the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), and other documents, having considered the arguments of counsel, and good cause appearing therefore, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following finding and orders:

1. This Order incorporates by reference the Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or the "Settlement"), which is attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of Plaintiffs' Motion For Preliminary Approval of Class Action and PAGA Settlement filed on ____, 2025, and unless indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement Agreement.

2. The Class Action and PAGA Settlement Agreement (the "Settlement Agreement") between Plaintiff Leobardo Castaneda ("Plaintiff") and Defendant Tuscany Cheese, LLC ("Defendant") is preliminarily approved as the terms of the Settlement Agreement fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arm's-length negotiations conducted after Plaintiff and his counsel adequately investigated the claims and become familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised at the Final Fairness Hearing and Final Approval by this Court.

3. The Settlement Class shall be conditionally certified for settlement purposes only and shall consist of all persons who worked for Defendant in any location in the State of California as non-exempt, hourly paid employees at any time from August 18, 2019 to November 1, 2024.

4. The class action settlement set forth in the Settlement Agreement, entered into among the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to be the product of arm's-length and informed negotiations, to

1 treat all Class Members fairly, and to be presumptively valid, subject only to any objections that
2 may be raised at or before the final approval hearing.

3 5. The Court further finds that Plaintiff conducted extensive investigation and
4 research, and that he was able to reasonably evaluate his position and the strengths and weaknesses
5 of his claims and his ability to certify them. Plaintiff has provided the Court with enough
6 information about the nature and magnitude of the claims being settled, as well as the impediments
7 to recovery, to make an independent assessment of the reasonableness of the terms to which the
8 Parties have agreed.

9 6. The Court also finds that settlement now will avoid additional and potentially
10 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
11 Action.

12 7. The Court preliminarily approves the Settlement Agreement, including all the terms
13 and conditions set forth therein and the Gross Settlement Amount and allocation of payments.

14 8. The rights of any potential dissenters to the proposed Settlement are adequately
15 protected in that they may exclude themselves from the Settlement and proceed with any alleged
16 claims they may have against Defendant, or they may object to the Settlement and appear before
17 this Court. However, to do so they must follow the procedures outlined in the Settlement Agreement
18 and Class Notice.

19 9. The Court approves, as to form and content, the proposed Class Notice, attached as
20 Exhibit [REDACTED] to the Settlement.

21 10. The Parties' proposed notice plan is constitutionally sound and hereby approved as
22 the best notice practicable. The proposed Class Notice, attached as Exhibit ____ to the Settlement
23 Agreement, is sufficient to inform Class Members of the terms of the Settlement Agreement, their
24 rights to receive monetary payments under the Settlement Agreement and the date and location of
25 the final approval hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably
26 informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of
27 Class Counsel, and essential terms of the Settlement; (2) Plaintiff's and Class Counsel's
28 applications for the Plaintiff's service award, and Class Counsel's request for attorneys' fees and

1 litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Class
2 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement if a
3 Class Member wishes to do so; and (6) how to obtain additional information regarding the action
4 and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements
5 of California Rule of Court 3.769, subd. (f) are satisfied, and that the Class Notice adequately
6 advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized
7 to correct any typographical errors in the Class Notice and make clarifications, to the extent the
8 same are found or needed, so long as such corrections do not materially alter the substance of the
9 Class Notice and other notice documents.

10 11. The Court preliminarily approves the settlement of claims under the California
11 Labor Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA")
12 according to the terms and conditions in the Settlement Agreement. The Court also finds that notice
13 of the Settlement Agreement was provided to the California Labor and Workforce Development
14 Agency ("LWDA").

15 12. The Court appoints Leobardo Castaneda as the representative for the Settlement
16 Class conditionally certified by this Order.

17 13. The Court appoints James Hawkins, Christina Lucio, and Mitchell Murray of
18 James Hawkins APLC as Class Counsel. The Court finds that counsel have demonstrable
19 experience litigating, certifying, and settling class actions, and will serve as adequate counsel for
20 the Class conditionally certified by this Order.

21 14. The Court approves and appoints Apex Class Action Administration as the
22 Settlement Administrator in this matter. The Settlement Administrator is ordered to carry out the
23 Settlement according to the terms of the Settlement Agreement and in conformity with this Order,
24 including disseminating the Class Notice according to the notice plan described in the Settlement
25 Agreement.

26 15. The Parties are ordered to carry out the Settlement according to the terms of the
27 Settlement Agreement.
28

1 16. A final approval hearing will be held on _____, at _____, to
2 determine whether the Settlement Agreement should be granted final approval as fair, reasonable,
3 and adequate as to the Settlement Class Members. The Court reserves the right to continue the date
4 of the final approval hearing without further notice to the Class Members. The Court retains
5 jurisdiction to consider all further applications arising out of or in connection with the Settlement
6 Agreement.

7 17. The Motion for Final Approval of the Settlement Agreement, including requests to
8 approve the Plaintiffs Class Representative Service Payment award and Class Counsel's request for
9 attorneys' fees and costs, shall be filed and served no later than 16 court days before the final
10 approval hearing.

11 18. In the event the Settlement is not fully and finally approved, or otherwise does not
12 become effective in accordance with the terms of the Settlement Agreement, this Order shall be
13 rendered null and void and shall be vacated, and the Parties shall revert to their respective positions
14 as of before entering into the Settlement Agreement. If the Settlement does not become final for
15 any reason, the fact that the Parties were willing to stipulate to settlement and the circumstances,
16 proceedings and documents related to the proposed settlement and shall have no bearing on, and
17 will not be admissible in connection with litigation, whether through issue preclusion or estoppel
18 or otherwise.

19
20 **IT IS SO ORDERED.**

21
22 Dated: _____

HON. WILLIAM CLASTER
Orange County Superior Court Judge