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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

LEOBARDO CASTANADA, 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

**NOTICE OF ENTRY OF ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Final Approval Hearing:

DATE: March 20, 2026

TIME: 9:00a.m.

DEPT: CX101

1 **TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**
2 PLEASE TAKE NOTICE that the Court in the above-entitled action located at, 751 W. Santa
3 Ana Blvd, Santa Ana, CA 92701, entered a Judgment and Order Granting Preliminary Approval
4 of Class Action and PAGA Settlement. The Court sets a Final Approval Hearing for March 20,
5 2026 at 9:00a.m. in Department CX101. A true and correct copy of the, October 24, 2025 Order
6 Granting Preliminary Approval of Class Action and PAGA Settlement, is attached hereto as
7 **Exhibit A.**

8
9 Dated: November 12, 2025

Respectfully Submitted
JAMES HAWKINS APLC

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11 JAMES R. HAWKINS, ESQ.
12 CHRISTINA M. LUCIO, ESQ.
13 MITCHELL J. MURRAY, ESQ.

14 Attorneys for Plaintiff
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EXHIBIT A

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8 Attorneys for Plaintiff LEOBARDO CASTANEDA
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.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OCT 24 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

Assigned for All Purposes To:

Hon. William Claster
Dept. CX101

**[REDACTED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 16, 2025
Time: 9:00 a.m.
Dept: CX-101

Complaint Filed: May 26, 2023

1 On October 16, 2025, the Court conducted a hearing on Plaintiff's Motion For Preliminary
2 Approval of Class Action and PAGA Settlement (the "Motion"). The Court, having read and
3 considered the papers filed in support of Plaintiff's Motion For Preliminary Approval of Class
4 Action and PAGA Settlement, the proposed Court Approved Notice of Class Action Settlement and
5 Hearing Date for Final Court Approval ("Class Notice"), and other documents, having considered
6 the arguments of counsel, and good cause appearing therefore, **IT IS HEREBY ORDERED** that
7 the Motion is **GRANTED**, subject to the following finding and orders:

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

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

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

27 4. The class action settlement set forth in the Settlement Agreement, entered into
28 among the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall

1 within the range of reasonableness, to be the product of arm's-length and informed negotiations, to
2 treat all Class Members fairly, and to be presumptively valid, subject only to any objections that
3 may be raised at or before the final approval hearing.

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

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

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

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

20 9. The Court approves, as to form and content, the proposed Class Notice, attached as
21 Exhibit 5 to the Supplemental Declaration of James R. Hawkins filed on October 6, 2025, ROA
22 No. 81.

23 10. The Parties' proposed notice plan is constitutionally sound and hereby approved as
24 the best notice practicable. The proposed Class Notice, attached as Exhibit 5 to the Supplemental
25 Declaration of James R. Hawkins filed on October 6, 2025, ROA No. 81, is sufficient to inform
26 Class Members of the terms of the Settlement Agreement, their rights to receive monetary payments
27 under the Settlement Agreement and the date and location of the final approval hearing. In addition,
28 the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (1) the nature

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

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

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

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

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

1 15. The Parties are ordered to carry out the Settlement according to the terms of the
2 Settlement Agreement.

3 16. A final approval hearing will be held on March 20, 2026, at 9:00 a.m. in Department
4 CX-101, to determine whether the Settlement Agreement should be granted final approval as fair,
5 reasonable, and adequate as to the Settlement Class Members. The Court reserves the right to
6 continue the date of the final approval hearing without further notice to the Class Members. The
7 Court retains jurisdiction to consider all further applications arising out of or in connection with the
8 Settlement Agreement.

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

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

21
22 **IT IS SO ORDERED.**

23
24 Dated: _____

10/24/25



HON. WILLIAM CLASTER
Orange County Superior Court Judge

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12 *Attorneys for Defendant,*

13 *TUSCANY CHEESE, LLC*

14 **California Labor and Workforce Development Agency**

Attn: PAGA Administrator

15 1515 Clay Street, Ste. 801

16 Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

17 *(via website only)*

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On November 12, 2025, I served on the interested parties in this action the following document(s) entitled:

-NOTICE OF ENTRY OR ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

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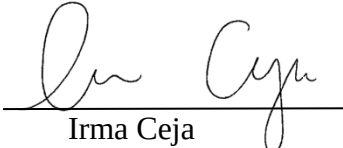
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(via website only)

[X] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on November 12, 2025, at Irvine, California.


Irma Ceja