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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JOSE MARTIN GONZALEZ CASTILLO and  
ROBERTO RIVAS TEJEDA, individually and  
on behalf of all aggrieved employees and the  
general public,

Plaintiffs,

vs.

YUEH MEI TUCEY AKA NORA TUCEY, an  
individual; YUEH MEI TUCEY AKA NORA  
TUCEY as the Executor of the Estate of Jack  
Arthur Tucey; YUEH MEI TUCEY AKA  
NORA TUCEY as Trustee of the Tucey Trust;  
EL GALLEON RESTAURANT, INC., a  
California Corporation; MI CASITA  
AUTHENTIC MEXICAN RESTAURANT,  
INC, a California Corporation; ANTONIO'S  
PIZZERIA & CABARET, INC, a California  
Corporation; ORIGINAL ANTONIO'S  
PIZZERIA, INC., a California Corporation;  
FOOD BROKERS INTERNATIONAL, INC.,  
dba Hotel Catalina, dba Catalina Courtyard  
Hotel dba Courtyard Garden Suites, a Nevada  
Corporation; ORIGINAL JACK'S  
RESTAURANT AND BAKERY, INC., a  
California Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 24STCV16559

**JOINT STIPULATION OF CLASS ACTION  
AND PAGA SETTLEMENT AND RELEASE**



1 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List  
2 will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most  
3 recent mailing address and telephone number; Social Security number; dates of employment; the  
4 respective number of Workweeks that each Class Member worked during the Class Period and PAGA  
5 Period; and any other relevant information needed to calculate settlement payments.

6 5. “Class Member(s)” or “Settlement Class” means all non-exempt, hourly employees who  
7 were employed by Defendants in the State of California at any time during the Class Period.

8 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form  
9 attached as Exhibit A.

10 7. “Class Period” means the period from July 2, 2020 through March 8, 2024.

11 8. “Class Representative Enhancement Payments” means the amounts to be paid to  
12 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members,  
13 and for their general release of claims. Subject to the Court granting final approval of this Settlement  
14 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of  
15 Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

16 9. “Court” means the Los Angeles County Superior Court.

17 10. “Defendants” means Defendants Yueh Mei Tucey AKA Nora Tucey, El Galleon  
18 Restaurant, Inc., Mi Casita Authentic Mexican Restaurant, Inc. Antonio’s Pizzeria & Cabaret, Inc.,  
19 Original Antonio’s Pizzeria, Inc. Food Brokers International, Inc., Original Jack’s Restaurant and  
20 Bakery, Inc.

21 11. “Effective Date” means the later of: (a) if no timely objections are filed, or are  
22 withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an  
23 objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of  
24 Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an  
25 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests  
26 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

27 12. “Final Approval” means the date on which the Court enters an order granting final  
28 approval of the Settlement Agreement.

1           13.     “Gross Settlement Amount” means the Gross Settlement Amount of One Million Fifty  
2     Thousand Dollars (\$1,050,000), to be paid by Defendants in full satisfaction of all Released Class  
3     Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorney Fees  
4     and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and  
5     Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and  
6     Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no  
7     event will Defendants be liable for more than the Gross Settlement Amount except as otherwise  
8     explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants.  
9     Defendants will be separately responsible for any employer payroll taxes required by law, including the  
10    employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement  
11    Amount.

12           14.     “Individual Settlement Payment” means each Participating Class Member’s and PAGA  
13    Member’s respective shares of the Net Settlement Fund and PAGA Fund.

14           15.     “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining  
15    after deducting the Attorney Fees and Costs, the Class Representative Enhancement Payments, the  
16    PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be  
17    distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to  
18    Defendants.

19           16.     “Notice of Objection” means a Class Member’s valid and timely written objection to the  
20    Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full  
21    name, signature, address, and telephone number, (b) a written statement of all grounds for the objection  
22    accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other  
23    documents upon which the objection is based; and (d) a statement whether the objector intends to appear  
24    at the final fairness hearing.

25           17.     “PAGA Members” means all non-exempt, hourly employees who were employed by  
26    Defendants in the State of California at any time during the PAGA Period.

27           18.     “PAGA Notices” means Plaintiffs’ letters to Defendants and the LWDA providing  
28    notice pursuant to Labor Code section 2699.3, subdivision (a).

1           19.     “PAGA Period” means the period from September 15, 2023 through March 8, 2024.

2           20.     “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to  
3 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with  
4 Plaintiffs’ claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,  
5 *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Fifty Thousand Dollars (\$50,000)  
6 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Sixty-  
7 Five Percent (65%), or Thirty-Two Thousand Five Hundred Dollars (\$32,500), of the PAGA Settlement  
8 Amount will be paid to the California Labor and Workforce Development Agency (“Labor and  
9 Workforce Development Agency Payment”), and Thirty-Five Percent (35%), or Seventeen Thousand  
10 Five Hundred Dollars (\$17,500) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA  
11 Members, and regardless whether they request to be excluded from the Settlement Class.

12           21.     “Parties” means Plaintiffs and Defendants collectively.

13           22.     “Participating Class Members” means all Class Members who do not submit timely and  
14 valid Requests for Exclusion.

15           23.     “Plaintiffs” means Plaintiffs Jose Martin Gonzazlez Castillo and Roberto Rivas Tejada.

16           24.     “Preliminary Approval” means the date on which the Court enters an order granting  
17 preliminary approval of the Settlement Agreement.

18           25.     “Released Class Claims” means all claims that were alleged, or reasonably could have  
19 been alleged, based on the Class Period facts pleaded in the First Amended Complaint. Participating  
20 Class Members do not release any other claims, including claims for vested benefits, wrongful  
21 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,  
22 social security, workers’ compensation or claims based on facts occurring outside the Class Period.

23           26.     “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or  
24 reasonably could have been alleged, based on the PAGA Period facts pleaded in Plaintiffs’ PAGA  
25 Notices.

26           27.     “Released Parties” means Defendants, their past or present officers, directors,  
27 shareholders, owners, agents, principals, heirs, representatives, accountants, auditors, consultants,  
28 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries,

1 affiliates, parents and attorneys, if any.

2 28. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a  
3 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the  
4 name, address, telephone number and last four digits of the Social Security Number of the Class  
5 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement  
6 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;  
7 and (e) be faxed or postmarked on or before the Response Deadline.

8 29. "Response Deadline" means the deadline by which Class Members must postmark or  
9 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the  
10 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement  
11 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of  
12 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a  
13 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which  
14 the U.S. Postal Service is open.

15 30. "Settlement Administration Costs" means the costs payable from the Gross Settlement  
16 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,  
17 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross  
18 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The  
19 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,  
20 any such costs in excess of the amount represented by the Settlement Administrator as being the  
21 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of  
22 approximately 176 Class Members, the Settlement Administration Costs are currently estimated to be  
23 Six Thousand Two Hundred Fifty (\$6,250.00).

24 31. "Settlement Administrator" means ILYM Group, Inc., or any other third-party class  
25 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of  
26 administering this Settlement. The Parties each represent that they do not have any financial interest in  
27 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
28 could create a conflict of interest.



1 Hundred Fifty Thousand Dollars (\$350,000), plus the reimbursement of all out-of-pocket costs and  
2 expenses associated with Class Counsel's litigation and settlement of the Action (including  
3 expert/consultant fees, investigations costs, etc.), not to exceed Thirty-Five Thousand Dollars (\$35,000),  
4 both of which will be paid from the Gross Settlement Amount.

5 36. Class Representative Enhancement Payments. In exchange for a general release, and in  
6 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants  
7 agree not to oppose or impede any application or motion for Class Representative Enhancement  
8 Payments of up to Ten Thousand Dollars (\$10,000) to each Plaintiff. The Class Representative  
9 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to  
10 Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and  
11 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement  
12 Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and  
13 effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not  
14 ultimately awarded by the Court.

15 37. Settlement Administration Costs. The Settlement Administrator will be paid for the  
16 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
17 Settlement Amount, which is currently estimated to be Six Thousand Two Hundred Fifty (\$6,250.00).  
18 These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required  
19 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,  
20 distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing  
21 necessary reports and declarations.

22 38. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount  
23 of Fifty Thousand Dollars (\$50,000) from the Gross Settlement Amount will be designated for  
24 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Sixty-Five Percent (65%), or Thirty-Two  
25 Thousand Five Hundred Dollars (\$32,500), of this sum will be paid to the LWDA and Thirty-Five  
26 Percent (35%), or Seventeen Thousand Five Hundred Dollars (\$17,500), will be paid to PAGA  
27 Members in proportion to the number of Workweeks worked during the PAGA Period.

28 39. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement

1 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private  
2 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA  
3 Members have the right to exclude themselves from the release of the Released PAGA Claims, and all  
4 PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA  
5 Member has the right to object to the PAGA Settlement Amount.

6 40. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating  
7 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

8 41. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No  
9 portion of the PAGA Fund will revert to or be retained by Defendants.

10 42. Individual Settlement Payment Calculations. Individual Settlement Payments will be  
11 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of  
12 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of  
13 Individual Settlement Payments will be made as follows:

14 42(a) Payments from the Net Settlement Fund. Defendants will calculate the total  
15 number of Workweeks worked by each Class Member during the Class  
16 Period and the aggregate total number of Workweeks worked by all Class  
17 Members during the Class Period. To determine each Class Member's  
18 estimated "Individual Settlement Payment" from the Net Settlement Fund,  
19 the Settlement Administrator will use the following formula: The Net  
20 Settlement Fund will be divided by the aggregate total number of  
21 Workweeks during the Class Period, resulting in the "Workweek Value."  
22 Each Class Member's "Individual Settlement Payment" will be calculated  
23 by multiplying each individual Class Member's total number of Workweeks  
24 by the Workweek Value. The Individual Settlement Payment will be  
25 reduced by any required deductions for each Participating Class Member as  
26 specifically set forth herein, including employee-side tax withholdings or  
27 deductions. The entire Net Settlement Fund will be disbursed to all Class  
28 Members who do not submit timely and valid Requests for Exclusion. If

1 there are any valid and timely Requests for Exclusion, the Settlement  
2 Administrator shall proportionately increase the Individual Settlement  
3 Payment for each Participating Class Member according to the number of  
4 Workweeks worked, so that the amount actually distributed to the  
5 Settlement Class equals 100% of the Net Settlement Fund.

6 42(b) Payments from the PAGA Fund. Defendants will calculate the total number  
7 of Workweeks worked by each PAGA Member during the PAGA Period  
8 and the aggregate total number of Workweeks worked by all PAGA  
9 Members during the PAGA Period. To determine each PAGA Member's  
10 estimated "Individual Settlement Payment," the Settlement Administrator  
11 will use the following formula: The PAGA Fund will be divided by the  
12 aggregate total number of Workweeks during the PAGA Period, resulting in  
13 the "PAGA Workweek Value." Each PAGA Member's "Individual  
14 Settlement Payment" will be calculated by multiplying each individual  
15 PAGA Member's total number of Workweeks by the PAGA Workweek  
16 Value. The entire PAGA Fund will be disbursed to all PAGA Members.

17 43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
18 Participating Class Members under this Settlement, as well as any other payments made pursuant to this  
19 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any  
20 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)  
21 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.  
22 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,  
23 or amounts to which any Class Members may be entitled under any benefit plans.

24 44. Administration Process. The Parties agree to cooperate in the administration of the  
25 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in  
26 administration of the Settlement.

27 45. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,  
28 Defendants will provide the Class List to the Settlement Administrator.

1           46.     Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class  
2 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via  
3 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class  
4 List.

5           47.     Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the  
6 Settlement Administrator will perform a search based on the National Change of Address Database for  
7 information to update and correct for any known or identifiable address changes. Any Class Notices  
8 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will,  
9 within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the  
10 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-  
11 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will  
12 promptly (i.e., within three (3) business days) attempt to determine the correct address using a skip-trace,  
13 or other search using the name, address and/or Social Security Number of the Class Member involved,  
14 and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice,  
15 whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b)  
16 until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the  
17 Settlement.

18           48.     Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will  
19 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal  
20 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each  
21 respective Class Member and PAGA Member worked for Defendants during the Class Period and  
22 PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment  
23 and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class  
24 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of  
25 Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions,  
26 or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

27           49.     Disputed Information on Class Notices. Class Members will have an opportunity to  
28 dispute the information provided in their Class Notices. To the extent Class Members dispute their

1 employment dates or the number of Workweeks on record, Class Members may produce evidence to the  
2 Settlement Administrator showing that such information is inaccurate. Defendants' records will be  
3 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the  
4 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,  
5 and will be decided within ten (10) business days after the Response Deadline.

6 50. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
7 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The  
8 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of  
9 receiving the defective submission to advise the Class Member that his/her/their submission is defective  
10 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have  
11 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,  
12 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for  
13 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

14 51. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
15 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement  
16 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the  
17 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request  
18 for Exclusion has been timely submitted.

19 52. Escalator. Defendants represent that as of July 28, 2025, Class Members worked an  
20 aggregate total of approximately Nine Thousand Seven Hundred Twenty-Eight (9,728) Workweeks  
21 during the Class Period. If the actual aggregate total of Workweeks worked during the Class Period is  
22 greater than Ten Percent (10%) of this estimate, then Defendants must either: (a) increase the Gross  
23 Settlement Amount proportionately for each Workweek above the Ten Percent (10%) allowance (e.g., if  
24 the total number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%);  
25 or (b) advance the end date of the Class Period and PAGA Period to the last date on which the total  
26 number of Workweeks worked by Class Members in aggregate during the Class Period is no greater  
27 than Ten Thousand Seven Hundred (10,700).

28 53. Complete Satisfaction of the Claims Alleged: The Parties agree that any monetary

1 recovery received by Participating Class Members and PAGA Members pursuant to this Settlement  
2 Agreement will constitute full and complete satisfaction of the Released Class Claims and Released  
3 PAGA Claims. Defendants reserve the right to argue that Participating Class Members who receive a  
4 payment under this Settlement shall not be entitled to receive restitution in any criminal proceeding,  
5 including but not limited to Los Angeles Superior Court Case No. BA518809, for the same underlying  
6 wage-and-hour violations that occurred between July 2, 2020 through March 8, 2024 covered by this  
7 Settlement. Nothing in this provision shall prevent Participating Class Members from seeking restitution  
8 in the criminal case for claims or damages not covered by the Settlement.

9       54.     Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
10 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid  
11 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class  
12 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the  
13 Settlement.

14       55.     Releases by Participating Class Members. Upon the Funding Date, and except as to such  
15 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,  
16 together and individually, on their behalf and on behalf of their respective heirs, executors,  
17 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released  
18 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

19       56.     Releases by PAGA Members. Upon the Funding Date, and except as to such rights or  
20 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,  
21 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,  
22 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the  
23 Released PAGA Claims during the PAGA Period.

24       57.     Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to  
25 void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or  
26 more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in  
27 writing to Class Counsel within ten (10) business days after the Response Deadline. If the option to  
28 rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs

1 incurred to the date of rescission.

2 58. Objection Procedures. To object to the Settlement Agreement, a Class Member may  
3 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
4 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by  
5 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be  
6 deemed to have waived all objections to the Settlement and will be foreclosed from making any  
7 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the  
8 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written  
9 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class  
10 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a  
11 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for  
12 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the  
13 Class Member shall not participate in or be bound by the Settlement.

14 59. Certification Reports Regarding Individual Settlement Payment Calculations. The  
15 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that  
16 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to  
17 the Settlement, and whether any Class Member has submitted a challenge to any information contained  
18 in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement  
19 Administrator will provide to counsel for both Parties any updated reports regarding the administration  
20 of the Settlement Agreement as needed or requested.

21 60. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days  
22 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class  
23 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and  
24 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved  
25 services performed in connection with the Settlement.

26 61. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment  
27 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for  
28 more than one hundred and eighty (180) calendar days after issuance will be tendered to the State

1 Controller's Office, Unclaimed Property Division in the name of each Participating Class Member or  
2 PAGA Member who did not negotiate his or her check, thereby leaving no "unpaid residue" subject to  
3 the requirements of California Code of Civil Procedure Section 384, subd. (b).

4 62. Certification of Completion. Upon completion of administration of the Settlement, the  
5 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
6 Court and counsel for all Parties.

7 63. Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
8 be allocated as follows: (a) Twenty-Five Percent (25%) of each Individual Settlement Payment will be  
9 allocated as wages for which IRS Forms W-2 will be issued; and (b) Seventy-Five Percent (75%) will be  
10 allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA  
11 Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be  
12 issued.

13 64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
14 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class  
15 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
16 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes  
17 and penalties to the appropriate government authorities.

18 65. Tax Liability. The Parties make no representation as to the tax treatment or legal effect  
19 of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members  
20 are not relying on any statement, representation, or calculation by Defendants or by the Settlement  
21 Administrator in this regard.

22 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
23 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
24 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")  
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND  
26 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES  
27 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR  
28 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED

1 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS  
4 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
5 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
6 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY  
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY  
8 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO  
9 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
11 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF  
12 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER  
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
16 AGREEMENT.

17       67.     No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
20 action or right herein released and discharged.

21       68.     Nullification of Settlement Agreement. In the event that: (a) the Court does not finally  
22 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other  
23 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
24 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
25 likewise be treated as void from the beginning.

26       69.     Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to  
27 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval  
28 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)

1 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness  
2 hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class  
3 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will  
4 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the  
5 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for  
6 drafting all documents necessary to obtain preliminary approval.

7         70.     Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
8 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the  
9 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the  
10 Settlement Agreement along with the amounts properly payable for: (a) Attorney Fees and Costs; (b) the  
11 Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and  
12 Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will  
13 be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be  
14 responsible for drafting the attorney fees and costs application to be heard at the final approval hearing.

15         71.     Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the  
16 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its  
17 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of  
18 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement  
19 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as  
20 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement  
21 Administrator's website.

22         72.     Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by  
23 all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the  
24 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not  
25 asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of  
26 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the  
27 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive  
28 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California

1 Civil Code or similar provisions of applicable law which are as follows:

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

8 73. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the  
9 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
10 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

11 74. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
12 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
13 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
14 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is  
15 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
16 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or  
17 contradict the terms of this Settlement Agreement.

18 75. Amendment or Modification. No amendment, change, or modification to this Settlement  
19 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved  
20 by the Court.

21 76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
25 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
26 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to  
27 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
28 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties

1 may seek the assistance of the Court to resolve such disagreement.

2 77. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
3 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 78. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
5 will be governed by and interpreted according to the laws of the State of California.

6 79. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
7 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
8 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned  
9 copies of the signature page, will be deemed to be one and the same instrument.

10 80. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
11 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this  
12 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account  
13 all relevant factors, present and potential. The Parties further acknowledge that they are each represented  
14 by competent counsel and that they have had an opportunity to consult with their counsel regarding the  
15 fairness and reasonableness of this Settlement.

16 81. Invalidity of Any Provision. Before declaring any provision of this Settlement  
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
18 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
19 valid and enforceable.

20 82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
21 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may  
22 appeal any reduction to the Attorney Fees and Costs below the amount they request from the Court, and  
23 either party may appeal any court order that materially alters the Settlement Agreement's terms.

24 83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to  
25 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not  
26 approved, the stipulation to certification will be void. The Parties further agree that certification for  
27 purposes of the Settlement is not an admission that class action certification is proper under the standards  
28 applied to contested certification motions and that this Settlement Agreement will not be admissible in

1 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants  
2 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

3 84. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute  
4 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In  
5 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any  
6 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or  
7 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached  
8 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with  
9 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any  
10 of the negotiations connected with it, will be construed as an admission or concession by Defendants of  
11 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to  
12 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be  
13 offered or received as evidence in any action or proceeding to establish any liability or admission on the  
14 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-  
15 compliance with, federal, state, local or other applicable law.

16 85. No Publicity: The Parties agree that they will not publicize or promote this Settlement or  
17 its terms to any third party, except as necessary for the Court's approval of the Settlement and as required  
18 to effectuate its terms, including for tax reporting, payment administration, or compliance with applicable  
19 law. Prior to Final Approval, the Parties will keep the terms of the Settlement confidential and shall not  
20 disclose them to any third party, except as necessary for the purposes stated above. Following Final  
21 Approval by the Court, neither Party shall issue any press release, make any public statement, or  
22 otherwise seek publicity or media attention regarding the Settlement or any of its terms. This includes,  
23 without limitation, publication on websites, blogs, social media, or other public forums, except that  
24 following three months after the Court enters an order granting final approval of the Settlement, Class  
25 Counsel will be permitted to post the following language on their firm websites and in reports to funders  
26 and donors: "Achieved \$1.05 million settlement in wage-and-hour class action on behalf of restaurant  
27 and hotel workers in Los Angeles County." Nothing in this provision shall prevent either Party from  
28 responding truthfully to legal obligations, subpoenas, or inquiries from government agencies or courts.

1 However, Class Counsel may disclose the name of the Parties in this action, the venue/case number, and  
2 settlement details available in the public record, for the limited purpose of allowing Class Counsel to  
3 prove adequacy as class counsel in other actions or for purposes of seeking approval of other  
4 class/PAGA settlements or establishing their adequacy as counsel in other representative actions..

5 86. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
6 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
7 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

8 87. Enforcement Actions. In the event that one or more of the Parties institutes any legal  
9 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
10 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
11 entitled to recover from the unsuccessful Party or Parties reasonable attorney fees and costs, including  
12 expert witness fees incurred in connection with any enforcement actions.

13 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
14 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
15 more strictly against one party than another merely by virtue of the fact that it may have been prepared  
16 by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations  
17 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

18 89. Representation By Counsel. The Parties acknowledge that they have been represented  
19 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
20 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,  
21 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

22 90. All Terms Subject to Final Court Approval. All amounts and procedures described in  
23 this Settlement Agreement herein will be subject to final Court approval.

24 91. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
25 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
26 Settlement Agreement.

27 92. Binding Agreement. The Parties warrant that they understand and have full authority to  
28 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully

1 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in  
2 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that  
3 otherwise might apply under federal or state law.

4 **READ CAREFULLY BEFORE SIGNING**

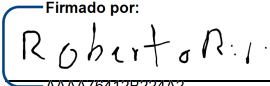
5 **PLAINTIFF**

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7 Dated: 9/25/2025 | 11:58 AM PDT

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Jose Martin Gonzales Castillo

9 **PLAINTIFF**

10 Dated: 9/26/2025 | 4:22 PM PDT

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Roberto Rivas Tejada

13 **DEFENDANTS EL GALLEON**  
14 **RESTAURANT, INC., MI CASITA**  
15 **AUTHENTIC MEXICAN RESTAURANT, INC.**

16 Dated: \_\_\_\_\_

\_\_\_\_\_  
Yueh Mei Tucey, *on behalf of these dissolved entities*  
*for winding up purposes*

18 **DEFENDANTS YUEH MEI TUCEY AKA**  
19 **NORA TUCEY, ANTONIO'S PIZZERIA &**  
20 **CABARET, INC., ORIGINAL ANTONIO'S**  
21 **PIZZERIA, INC. FOOD BROKERS**  
22 **INTERNATIONAL, INC., ORIGINAL JACK'S**  
23 **RESTAURANT AND BAKERY, INC.**

24 Dated: \_\_\_\_\_

\_\_\_\_\_  
Yueh Mei Tucey

25 [CONTINUED ON NEXT PAGE]

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27 ///

28

1 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in  
2 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that  
3 otherwise might apply under federal or state law.

4 **READ CAREFULLY BEFORE SIGNING**

5 **PLAINTIFF**

6  
7 Dated: \_\_\_\_\_

8 \_\_\_\_\_  
9 Jose Martin Gonzazlez Castillo

10 **PLAINTIFF**

11 Dated: \_\_\_\_\_

12 \_\_\_\_\_  
13 Roberto Rivas Tejeda

14 **DEFENDANTS EL GALLEON  
15 RESTAURANT, INC., MI CASITA  
16 AUTHENTIC MEXICAN RESTAURANT, INC.**

17 Dated: 10/1/2025

18 \_\_\_\_\_  
19 *Yueh Mei Tucey*  
20 Yueh Mei Tucey, on behalf of these dissolved entities  
21 for winding up purposes

22 **DEFENDANTS YUEH MEI TUCEY AKA  
23 NORA TUCEY, ANTONIO'S PIZZERIA &  
24 CABARET, INC., ORIGINAL ANTONIO'S  
25 PIZZERIA, INC. FOOD BROKERS  
26 INTERNATIONAL, INC., ORIGINAL JACK'S  
27 RESTAURANT AND BAKERY, INC.**

28 Dated: 10/1/2025

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**APPROVED AS TO FORM**


**CAPSTONE LAW APC**

Dated: 9/30/2025

By:   
Raul Perez  
Attorneys for Plaintiffs Jose Martin Gonzalez  
Castillo and Roberto Rivas Tejada


**BET TZEDEK LEGAL SERVICES**

Dated: 9/25/2025 | 11:38 AM PDT

DocuSigned by:  
  
By: 4C55C5ED8835471...  
Yvonne Garcia Medrano  
Attorneys for Plaintiffs Jose Martin Gonzalez  
Castillo and Roberto Rivas Tejada

**ZALLER LAW GROUP, PC**

Dated: 10/2/2025

By:   
Yaron Tilles  
Attorneys for Defendants Yueh Mei Tucey AKA  
Nora Tucey, El Galleon Restaurant, Inc., Mi Casita  
Authentic Mexican Restaurant, Inc., Antonio's  
Pizzeria & Cabaret, Inc., Original Antonio's Pizzeria,  
Inc. Food Brokers International, Inc., Original Jack's  
Restaurant and Bakery, Inc.

# Exhibit A

*Castillo v. Yueh Mei Tucey*, No. 24STCV16559  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES  
NOTICE OF CLASS ACTION SETTLEMENT

*You are not being sued. This notice affects your rights. Please read it carefully*

***Si desea una traducción al Español de este Aviso, por favor llame al administrador al \*\*\*-\*\*\*-\*\*\*\****

To: All non-exempt, hourly employees who were employed by Defendants Yueh Mei Tucey AKA Nora Tucey, El Galleon Restaurant, Inc., Mi Casita Authentic Mexican Restaurant, Inc., Antonio’s Pizzeria & Cabaret, Inc., Original Antonio’s Pizzeria, Inc., Food Brokers International, Inc., and/or Original Jack’s Restaurant and Bakery, Inc. (“Defendants”) in the State of California at any time during the period from July 2, 2020 through March 8, 2024 (“Class Members”).

All non-exempt, hourly employees who were employed by Defendants in the State of California at any time during the period from September 15, 2023 through March 8, 2024 (“PAGA Members”).

On \_\_\_\_\_, the Honorable Laura A. Seigle of the Los Angeles County Superior Court granted preliminary approval of the settlement in this class action lawsuit (“Action”) and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at \_\_\_:00 \_\_m. on \_\_\_\_\_, 2026 in Department 17 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through LA Court Connect ([www.lacourt.org/lacc/](http://www.lacourt.org/lacc/)).

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Don’t Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendants that are covered by this Settlement.
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<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p>	<p>If you don't want to participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.</p>
<p><b>The Opt-out Deadline is [DATE]</b></p>	<p>You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA claims against Defendants that are covered by this Settlement.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement, but not the PAGA portion of the proposed Settlement.</p>
<p><b>Written Objections Must be Submitted by [DATE]</b></p>	
<p><b>You Can Participate in the [DATE] Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 17 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing.</p> <p>If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.</p>

**Summary of the Litigation**

Plaintiffs Jose Martin Gonzalez Castillo and Roberto Rivas Tejada, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On June 30, 2025, the parties participated in a mediation with Steven Pearl, Esq., an experienced and well-respected class action mediator. With Mr. Pearl's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Bet Tzedek Legal Services ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

**Summary of The Proposed Settlement Terms**

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,050,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000 , each, to Jose Martin Gonzazlez Castillo and Roberto Rivas Tejada for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendants; (3) \$350,000 in attorneys’ fees and up to \$35,000 in litigation costs and expenses; (4) a \$50,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$32,500 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$17,500 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$6,250. After deducting the above payments, a total of approximately \$\_ will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$17,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

**Payments from Net Settlement Fund.** Defendants will calculate the total number of Workweeks worked by each Class Member from July 2, 2020 through March 8, 2024 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants’ records, you worked during the Class Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ \_\_\_\_ (less required withholdings).

**Payments from PAGA Fund.** Defendants will calculate the total number of Workweeks worked by each PAGA Member from September 15, 2023 through March 8, 2024 (“PAGA Period”) and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendants’ records, you worked during the PAGA Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ \_\_\_\_.

**Your Estimated Payment:** Based on the above, your estimated payment from the settlement is approximately \$ \_\_\_\_\_. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator  
c/o \_\_\_\_\_

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

Fax No. \_\_\_\_\_

If you dispute the information stated above, Defendants’ records will control unless you are able to provide documentation that establishes otherwise.

**Taxes on Settlement Payments.** IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

**Your Options Under the Settlement**

***Option 1 – Automatically Receive a Payment from the Settlement***

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendants fully fund the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

**Released Class Claims:** All claims that were alleged, or reasonably could have been alleged, based on the Class Period facts pleaded in the First Amended Complaint. 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.

**Released PAGA Claims:** All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts pleaded in Plaintiffs’ PAGA Notices.

***Option 2 – Opt Out of the Settlement***

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator  
c/o \_\_\_\_\_  
\_\_\_\_\_

The Request for Exclusion must be postmarked or faxed not later than \_\_\_\_\_, 2026. If you submit a Request for Exclusion which is not postmarked or faxed by \_\_\_\_\_, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

**Option 3 – Object to the Settlement**

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All written objections must be received by the administrator by not later than \_\_\_\_\_ 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

**Additional Information**

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS’ ATTORNEYS WITH INQUIRIES.