James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
Samantha A. Jones (SBN 358358)
**JAMES HAWKINS APLC**
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com
Samantha.jones@Jameshawkinsaplc.com

Attorneys for Plaintiffs MARIO DE JESUS CUEVAS and GRECIA VELIZ CASTILLO, on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

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| MARIO DE JESUS CUEVAS and GRECIA VELIZ CASTILLO, individually and on behalf of themselves and all others similarly situated,<br><br>Plaintiff,<br>v.<br><br>BROTHERS INTERNATIONAL DESSERTS, INC., a California corporation, and DOES 1-50, inclusive,<br><br>Defendants | Case No. 30-2023-01360696-CU-OE-CXC<br>*Related Case: 30-2024-01373366-CU-OE-CXC*<br><br>*Assigned for All Purposes To:*<br>Hon. David A. Hoffer<br><br>**AMENDMENT TO THE CLASS ACTION AND PAGA SETTLEMENT**<br><br>Date: November 2, 2026<br>Time: 1:30 p.m.<br>Dept.: CX103<br><br>Reservation No: 74825791<br><br>Complaint Filed: November 9, 2023, |

**AMENDMENT TO THE CLASS ACTION AND PAGA SETTLEMENT**

On April 7, 2026, Plaintiffs Mario De Jesus Cuevas and Grecia Veliz Castillo ("Plaintiffs") and Defendant Brothers Int'l Desserts, Inc. ("Defendant") entered into a Class Action and PAGA Settlement Agreement ("Agreement"). On April 15, 2026, Plaintiffs moved for preliminary approval of the Agreement, and on April 29, 2026, Plaintiffs supplemented their briefing. On June 29, 2026, the Court continued Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement to November 2, 2026, and directed counsel to submit an amendment to the settlement agreement to address the Court's with the Agreement. Accordingly, the Parties agree to amend the Agreement as follows:

**I. Amendment to Paragraph 3.2.4.1**

Paragraph 3.2.4.1 of the Agreement is amended to state as follows:

**3.2.4.1. Tax Allocation of Individual Class Payments.** Thirty-three and one-third percent (33 1/3%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Sixty-six and two-thirds percent (66 2/3%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

**II. Amendment to Paragraph 6.2**

Paragraph 6.2 of the Agreement is amended to state as follows:

**6.2 Release by Participating Class Members:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Class Complaint. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation

of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

**III. Amendment to Paragraph 6.3**

Paragraph 6.3 of the Agreement is amended to state as follows:

**6.3 Release by All Participating and Non-Participating Class Members Who Are Aggrieved Employees:** All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative PAGA Complaint and the PAGA Notice.

**IV. Amendment to Paragraph 8.5.2**

Paragraph 8.5.2 of the Agreement is amended to state as follows:

**8.5.2 Requests for Exclusion (Opt-Outs):** The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may request additional proof of the Class Member's identity. The Administrator, the Parties, and their counsel will attempt to resolve any dispute regarding the authenticity of a Request for Exclusion. Any unresolved dispute regarding the authenticity of a Request for Exclusion will be submitted to the Court for determination.

**V. Amendment to Paragraph 8.6**

Paragraph 8.6 of the Agreement is amended to state as follows:

**8.6 Challenges to Calculation of Workweeks and/or Pay Periods.**

Each Class Member shall have 60 days after the Administrator mails the Class Notice, plus an additional 14 days for Class Members whose Class Notice is re-mailed, to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice.

The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data.

The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator and the Parties will attempt to resolve any such dispute. Any unresolved dispute regarding the calculation of Workweeks and/or Pay Periods will be submitted to the Court for determination.

**VI. Amendment to Paragraph 8.8.4**

Paragraph 8.8.4 of the Agreement is amended to state as follows:

**8.8.4 Workweek and/or Pay Period Challenges.** The Administrator has the authority to review and attempt to resolve Class Member challenges over the calculation of Workweeks and/or Pay Periods, consistent with the terms of this Agreement. The Administrator and the Parties will attempt to resolve any such dispute. Any unresolved dispute regarding the calculation of Workweeks and/or Pay Periods will be submitted to the Court for determination.

**VII. No Other Changes**

Except as expressly stated in this Amendment, no other changes are being made to the Agreement. The Agreement remains in full force and effect, and this Amendment is incorporated into and made part of the Agreement.

**VIII. Execution in Counterparts**

This Amendment may be executed in one or more counterparts by facsimile, electronically, including by DocuSign, or by email, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IT IS SO AGREED.**

Dated: _____, 2026

By:_____

Mario De Jesus Cuevas
Plaintiff

Dated: _____, 2026

By:_____

Grecia Veliz Castillo
Plaintiff

Dated: _____, 2026

Brothers International Desserts, Inc.

By: _____

Name: _____

Title: _____

Dated: _____, 2026

**JAMES HAWKINS APLC**

By: _____

James R. Hawkins
Christina M. Lucio
Mitchell J. Murray

Attorneys for Plaintiffs

Dated: _____, 2026

**GARRELL COHON KENNEDY LLP**

By: _____

Lindley P. Fraley

Attorneys for Defendant