SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Cuevas vs. Brothers International Desserts, Inc.

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: **30-2023-01360696-CU-OE-CXC**

I certify that I am not a party to this cause. I certify that that the following document(s), Stipulation and Order dated 10/28/26, was transmitted electronically by an Orange County Superior Court email server on November 4, 2026, at 3:18:44 PM PST. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OCT 2 8 2026

DAVID H YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

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

Plaintiff,

v.

BROTHERS INTERNATIONAL DESSERTS, INC., a California corporation, and DOES 1-50, inclusive,

Defendants

Case No. 30-2023-01360696-CU-OE-CXC

Assigned for All Purposes To:
Hon. David A. Hoffer
Dept.: CX103

JOINT STIPULATION TO CORRECT SCRIVENER'S ERROR IN CLASS DEFINITION

Date: November 2, 2026
Time: 1:30 p.m.
Dept.: CX103

Complaint Filed: November 9, 2023,

Plaintiffs Mario De Jesus Cuevas and Grecia Veliz Castillo ("Plaintiffs") and Defendant Brothers International Desserts, Inc. ("Defendant"), by and through their respective counsel of record, hereby stipulate as follows:

RECITALS

WHEREAS, Plaintiffs Mario De Jesus Cuevas and Grecia Veliz Castillo filed the above-captioned class action against Defendant Brothers International Desserts, Inc., alleging wage and hour violations;

WHEREAS, Plaintiffs also filed the related Private Attorneys General Act action, Case No. 30-2024-01373366-CU-OE-CXC;

WHEREAS, the Parties entered into a Class Action and PAGA Settlement Agreement ("Settlement Agreement") resolving the above-captioned actions, subject to Court approval;

WHEREAS, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement, and the Court continued the hearing on Plaintiffs' Motion for Preliminary Approval to November 2, 2026;

WHEREAS, on October 19, 2026, Plaintiffs filed the Second Supplemental Declaration of James R. Hawkins in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, addressing the Court's concerns regarding the wage allocation, workweek and pay-period dispute procedure, opt-out authenticity dispute procedure, and the scope of the releases, the Parties executed and submitted an Amendment to the Class Action and PAGA Settlement Agreement ("Amendment") revising numerous sections of the Settlement Agreement according to the Court's order;

WHEREAS, except as expressly stated in the Amendment, no other changes were made to the Settlement Agreement, and the Settlement Agreement otherwise remains in full force and effect;

WHEREAS, Paragraph 1.5 of the Settlement Agreement currently defines the "Class" as "all persons currently or formerly employed by Defendants as hourly-paid employees, who were hired on or before November 9, 2023 and worked in the State of California at any time during the Class

Period, and who (1) did not sign arbitration agreements with Defendants or (2) signed such agreements at any time on or after November 9, 2023";

WHEREAS, following submission of the October 19, 2026 Amendment and in connection with the examination of the Class Data undertaken to determine estimated individual class payments in response to the Court's request, the Parties discovered on October 21, 2026, that Paragraph 1.5 of the Settlement Agreement contains a scrivener's error;

WHEREAS, specifically, Paragraph 1.5 currently states that the Class includes persons who "signed such agreements at any time on or after November 9, 2023," but the Parties agree that the correct phrase is "on or before November 9, 2023";

WHEREAS, the intended Class definition is therefore: "all persons currently or formerly employed by Defendants as hourly-paid employees, who were hired on or before November 9, 2023 and worked in the State of California at any time during the Class Period, and who (1) did not sign arbitration agreements with Defendants or (2) signed such agreements at any time on or before November 9, 2023";

WHEREAS, the correction of this scrivener's error conforms the Settlement Agreement to the Parties' intent and does not alter the Parties' negotiated settlement structure, the Gross Settlement Amount, the Net Settlement Amount calculation methodology, the PAGA allocation, the release provisions, or the monetary terms of the Settlement Agreement, as amended;

WHEREAS, in connection with the examination, by the Parties' chosen administrator, of the Class Data and the calculation of estimated individual class payments requested by the Court, the Settlement Administrator has estimated the individual class payments as follows: the estimated average Individual Class Payment is **$9,956.40**; the estimated lowest Individual Class Payment is **$304.71**; and the estimated highest Individual Class Payment is **$28,929.95**, as attested to in the Third Supplemental Declaration of James Hawkins in Support of Preliminary Approval, filed concurrently herewith;

WHEREAS, the Parties desire to correct the scrivener's error in the Settlement Agreement and any related settlement documents so that the Class definition accurately reflects the Parties' agreement and intent;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, through their respective counsel of record, as follows:

STIPULATION

1. Paragraph 1.5 of the Settlement Agreement shall be corrected to replace the phrase "on or after November 9, 2023" with "on or before November 9, 2023."

2. As corrected, Paragraph 1.5 shall state:

> 1.5. 'Class' means all persons currently or formerly employed by Defendants as hourly-paid employees, who were hired on or before November 9, 2023 and worked in the State of California at any time during the Class Period, and who (1) did not sign arbitration agreements with Defendants or (2) signed such agreements at any time on or before November 9, 2023.

3. The Parties further stipulate that the same correction shall be incorporated into any amended proposed preliminary approval order required by the court, class notice, request for exclusion form, final approval papers, judgment, and any other settlement administration documents to the extent those documents reference or reproduce the Class definition.

4. The Parties agree that this correction is intended solely to correct a scrivener's error and to conform the written Settlement Agreement to the Parties' intended Class definition.

5. The Parties further agree that this correction does not change the Gross Settlement Amount, the allocation of the settlement funds, the method for calculating Individual Class Payments, the PAGA allocation, the release provisions, the settlement administration procedures, or any other substantive term of the Settlement Agreement, as amended.

6. The Parties respectfully request that the Court approve this Joint Stipulation, deem Paragraph 1.5 of the Settlement Agreement corrected as set forth above, and consider the estimated individual class payment information submitted with Plaintiffs' concurrently filed attorney

declaration in connection with Plaintiffs' pending Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS SO STIPULATED.

Dated: October 28, 2026

JAMES HAWKINS APLC

/s/Samantha A. Jones

James R. Hawkins, Esq.
Christina M. Lucio, Esq.
Samantha A. Jones, Esq.

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

Dated: October 28, 2026

/s/Lindley Fraley

Lindley Fraley, Esq.

Attorneys for Defendant,
BROTHERS INTERNATIONAL DESSERTS, INC., a California corporation

[PROPOSED] ORDER

Having reviewed the Parties' Joint Stipulation to Correct Scrivener's Error in Class Definition, and good cause appearing, the Court hereby orders as follows:

1. The Joint Stipulation is approved.

2. Paragraph 1.5 of the Class Action and PAGA Settlement Agreement is deemed corrected to state:

> 1.5. 'Class' means all persons currently or formerly employed by Defendants as hourly-paid employees, who were hired on or before November 9, 2023 and worked in the State of California at any time during the Class Period, and who (1) did not sign arbitration agreements with Defendants or (2) signed such agreements at any time on or before November 9, 2023."

3. Any proposed preliminary approval order, class notice, request for exclusion form, final approval papers, judgment, and settlement administration documents shall use the corrected Class definition set forth above.

4. Except for the correction stated above and the amendment previously submitted to the Court, the Settlement Agreement remains unchanged.

IT IS SO ORDERED.

Dated: 10/28, 2026

By: _____
Hon. David A. Hoffer
Judge of the Superior Court

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 October 28, 2026, I served on the interested parties in this action the following document(s) entitled:

-JOINT STIPULATION TO CORRECT SCRIVENER'S ERROR IN CLASS DEFINITION
-THIRD SUPPLEMENTAL DECLARATION OF JAMES R. HAWKINS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[XX] 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.

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Attorneys for Defendant
BROTHERS INTERNATIONAL DESSERTS. INC.

[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 October 28, 2026, at Irvine, California.

IRMA CEJA