FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
NOV 10 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 *Related Case: 30-2024-01373366-CU-OE-CXC* *Assigned For All Purposes To:* Hon. David A. Hoffer **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, AS AMENDED** Date: November 2, 2026 Time: 1:30 p.m. Dept.: CX103 Reservation No: 74825791 Complaint Filed: November 9, 2023,

On November 2, 2026, the Court heard Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion"), which was filed April 15, 2026, supplemented April 29, 2026, and continued from June 29, 2026. The Court has read and considered the Motion and all supporting papers, including Plaintiffs' supplemental filings. These supplemental filings include the Second Supplemental Declaration of James R. Hawkins filed October 19, 2026, with its

exhibits: the Class Action and PAGA Settlement Agreement, the executed Amendment to the Class Action and PAGA Settlement, the Amended Class Notice, and the Request for Exclusion Form. They also include the Parties' Joint Stipulation to Correct Scrivener's Error in Class Definition and the Court's Order on it, both dated October 28, 2026; the Third Supplemental Declaration of James R. Hawkins, filed October 28, 2026; and the Declaration of Norman Alcantara on behalf of Apex Class Action, LLC, filed November 4, 2026. Having considered the arguments of counsel, and good cause appearing, IT IS HEREBY ORDERED that the Motion is GRANTED, subject to the following findings and orders:

1. This Order incorporates by reference the following documents, together called the "Settlement Agreement" or the "Settlement":

   a. the Class Action and PAGA Settlement Agreement (Exhibit 1 to the Second Supplemental Declaration of James R. Hawkins);

   b. the Amendment to the Class Action and PAGA Settlement (Exhibit 2 to that declaration); and

   c. Paragraph 1.5 as corrected by the Court's October 28, 2026 Order on the Joint Stipulation to Correct Scrivener's Error in Class Definition.

Unless this Order says otherwise, capitalized terms have the meanings given in the Settlement Agreement.

2. The Settlement Agreement between Plaintiffs Mario De Jesus Cuevas and Grecia Veliz Castillo ("Plaintiffs") and Defendant Brothers Int'l Desserts, Inc. ("Defendant") is preliminarily approved, because its terms fall within the range of approval as fair, adequate, and reasonable. The Court finds that the Settlement resulted from arm's-length negotiations, conducted after Plaintiffs and their counsel adequately investigated the claims and became familiar with their strengths and weaknesses. An experienced mediator assisted the Parties, which supports the Court's conclusion that the Settlement is non-collusive and reasonable. The

Settlement is presumptively valid, subject only to objections raised at the Final Approval Hearing.

3. For settlement purposes only, the Court conditionally certifies a Class of 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, and who worked during the Class Period, from January 17, 2020 to October 16, 2025.

4. The Aggrieved Employees covered by the PAGA settlement are all persons employed by Defendant in California as hourly-paid or non-exempt employees who worked during the PAGA Period, from May 1, 2023 to October 16, 2025.

5. The Court finds that Plaintiffs conducted extensive investigation and research and could reasonably evaluate their position, the strengths and weaknesses of their claims, and their ability to certify them. Plaintiffs have given the Court enough information about the nature and size of the claims being settled, and the obstacles to recovery, for the Court to independently assess whether the agreed terms are reasonable.

6. Based on the Settlement Administrator's preliminary calculations, the Court finds the following:

a. **Class.** There are approximately 38 Class Members, who worked 3,191.01 Workweeks during the Class Period, at an estimated value of $118.57 per Workweek. Estimated Individual Class Payments are approximately $28,929.95 (highest), $9,956.40 (average), and $304.71 (lowest).

b. **PAGA.** There are approximately 158 Aggrieved Employees, who worked 16,171.85 PAGA Workweeks, at an estimated value of $0.77 per PAGA Pay Period. Estimated Individual PAGA Payments are approximately $99.27 (highest), $79.11 (average), and $0.11 (lowest).

c. **Escalator Clause.** Total Workweeks do not exceed the 6,586-Workweek threshold

in Paragraph 9 of the Settlement Agreement, so the Escalator Clause has not been triggered.

7. The Court also finds that settling now will avoid more litigation costs, which could be substantial, and the delay and risk of continuing to litigate the Action.

8. The Court preliminarily approves the Settlement Agreement, including all its terms and conditions, the Gross Settlement Amount of $725,000.00, and the following allocations from that amount. All amounts are subject to final approval by the Court:

a. Class Counsel Fees Payment (not to exceed 33-1/3%): $241,666.67. The Court has indicated that 30% of the Gross Settlement Amount is fair, adequate, and reasonable for a settlement of this size. Any award above 30% must be supported at final approval with documentation, including detailed hourly breakdowns for a lodestar cross-check. If the Court awards less than the amount requested, the difference will be added to the Net Settlement Amount.

b. Class Counsel Litigation Expenses Payment (not to exceed): $30,000.00

c. Class Representative Service Payments (not to exceed $10,000.00 each): $20,000.00

d. Administration Expenses Payment (not to exceed): $4,990.00

e. PAGA Penalties: $50,000.00

1. LWDA PAGA Payment (75%): $37,500.00

2. Individual PAGA Payments to Aggrieved Employees (25%): $12,500.00

f. Net Settlement Amount (estimated): $378,343.33

9. The Court approves the tax allocation in the Settlement Agreement, as amended. Thirty-three and one-third percent (33-1/3%) of each Individual Class Payment is allocated to wages, to be reported on IRS Form W-2. Sixty-six and two-thirds percent (66-2/3%) is allocated to interest and penalties, to be reported on IRS Form 1099. Individual PAGA Payments are allocated entirely to penalties, to be reported on IRS Form 1099.

10. The Court approves the releases in Paragraphs 6.2 and 6.3 of the Settlement Agreement, as amended.

a. **Participating Class Members** release the 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.

b. **All Aggrieved Employees**, whether or not they opt out, release 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.

11. The rights of anyone who disagrees with the proposed Settlement are adequately protected. Class Members may exclude themselves from the Class Settlement and pursue their own claims against Defendant, or they may object to the Settlement and appear before this Court. To do either, they must follow the procedures in the Settlement Agreement and the Class Notice. Class Members may not opt out of the PAGA portion of the Settlement.

12. **Requests for Exclusion.** The Administrator may not reject a Request for Exclusion as invalid just because it lacks some of the information listed in the Class Notice. The Administrator shall accept a Request for Exclusion as valid if it can reasonably identify the person as a Class Member and tell that the person wants to be excluded. The Administrator, the Parties, and their counsel will try to resolve any dispute about whether a Request for Exclusion is authentic. Any unresolved dispute will be submitted to the Court for determination.

13. **Workweek and Pay Period Challenges.** Each Class Member has 60 days after the Class Notice is mailed to challenge the number of Workweeks and/or PAGA Pay Periods credited to them. Class Members whose Notice is re-mailed get an additional 14 days. The Administrator and the Parties will try to resolve any challenge. Any unresolved dispute will be submitted to the Court for determination.

14. **Objections.** Participating Class Members may object in writing, by sending the objection to the Administrator by fax, email, or mail no later than 60 days after the Class Notice is mailed (plus 14 days for re-mailed Notices). They may instead appear at the Final Approval

Hearing, in person or through counsel, to object orally.

15. The Court approves the form and content of the Amended Class Notice (Exhibit 3 to the Second Supplemental Declaration of James R. Hawkins) and the Request for Exclusion Form (Exhibit 5 to that declaration). Before mailing, the Parties shall fill in all blanks in the Notice, including:

a. the Final Approval Hearing date, time, and department;

b. the Settlement Administrator's name and contact information;

c. the Response Deadline;

d. each Class Member's estimated Individual Class Payment, Individual PAGA Payment, Workweeks, and PAGA Pay Periods; and

e. the Court's address.

16. **Correction of Scrivener's Error.** Under the Court's October 28, 2026 Order approving the Parties' Joint Stipulation to Correct Scrivener's Error in Class Definition, Paragraph 1.5 of the Settlement Agreement is deemed corrected to replace "on or after November 9, 2023" with "on or before November 9, 2023." The Class Notice, the Request for Exclusion Form, the final approval papers, the judgment, and all settlement administration documents shall use the corrected Class definition in Paragraph 3 of this Order. The correction conforms the Settlement Agreement to the Parties' intent. It does not change the Gross Settlement Amount, the allocation of settlement funds, the method for calculating Individual Class Payments, the PAGA allocation, the releases, the administration procedures, or any other substantive term of the Settlement Agreement.

17. The Parties' proposed notice plan is constitutionally sound and is approved as the best notice practicable. The Class Notice is sufficient to inform Class Members of the terms of the Settlement Agreement, their right to receive payments under it, and the date and location of

the Final Approval Hearing. The Class Notice fairly, plainly, accurately, and reasonably informs Class Members of:

a. the nature of the action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;

b. the requests for Class Representative Service Payments and Class Counsel's requests for attorneys' fees and litigation expenses;

c. the formula used to calculate each Class Member's estimated payment;

d. Class Members' right to appear through counsel if they wish;

e. how to object to, or request exclusion from, the Settlement; and

f. how to get more information about the action and the Settlement.

(Cal. Rules of Court, rule 3.766.) The Court finds that the notice requirements of California Rules of Court, rule 3.769, subdivision (f) are satisfied. The Class Notice, with numbered pages and the enclosed Request for Exclusion Form, shall be sent in English with a Spanish translation. Counsel may correct typographical errors and make clarifications in the Class Notice and Request for Exclusion Form, as long as the changes do not materially alter their substance.

18. The Court preliminarily approves the settlement of claims under the California Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.) ("PAGA") on the terms in the Settlement Agreement. The Court finds that notice of the Settlement Agreement was given to the California Labor and Workforce Development Agency ("LWDA").

19. The Court appoints Mario De Jesus Cuevas and Grecia Veliz Castillo as representatives of the conditionally certified Class.

20. The Court appoints James R. Hawkins, Christina M. Lucio, Mitchell J. Murray, and Samantha A. Jones of James Hawkins APLC as Class Counsel. The Court finds that counsel have demonstrated experience litigating, certifying, and settling class actions, and will

adequately represent the conditionally certified Class.

21. The Court appoints Apex Class Action, LLC as the Settlement Administrator. The Administrator shall carry out the Settlement in accordance with the Settlement Agreement and this Order, including sending the Class Notice and Request for Exclusion Form under the notice plan in the Settlement Agreement.

22. The Parties shall carry out the Settlement according to the Settlement Agreement, on the following schedule:

a. Defendant shall deliver the Class Data to the Administrator no later than 15 days after entry of this Order.

b. The Administrator shall mail the Class Notice no later than 14 days after receiving the Class Data.

23. A Final Approval Hearing will be held on **April 5, 2027, at 1:30 p.m., in Department CX103** of the Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701. At that hearing the Court will decide whether to grant final approval of the Settlement Agreement as fair, reasonable, and adequate. The Court reserves the right to continue the hearing without further notice to Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

24. All papers supporting final approval must be filed at least 16 calendar days before the Final Approval Hearing and served in compliance with Code of Civil Procedure notice of motion requirements. These papers include the Motion for Final Approval and the requests for Class Representative Service Payments, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment. They must include:

a. detailed hourly breakdowns of Plaintiffs' attorneys' time to support a lodestar cross-check;

b. detailed breakdowns of Plaintiffs' attorneys' costs;

c. a declaration and invoice from the Administrator;

d. Plaintiffs' declarations supporting their service payment requests; and

e. the highest, lowest, and average estimated Individual Class Payments and Individual PAGA Payments, as updated.

25. If the Settlement is not fully and finally approved, or otherwise does not become effective under the Settlement Agreement, this Order shall be null and void and shall be vacated, and the Parties shall return to their positions before they entered into the Settlement Agreement. In that event, the Parties' willingness to settle, and the circumstances, proceedings, and documents related to the proposed settlement, shall have no bearing on, and shall not be admissible in, any litigation, whether through issue preclusion, estoppel, or otherwise.

23. Plaintiffs shall give notice of this Order to the LWDA and Defendant.

IT IS SO ORDERED.

Dated: 11/10/26

HON. DAVID A. HOFFER
Orange County Superior Court Judge

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 10, 2026, I served on the interested parties in this action the following document(s) entitled:

-[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, AS AMENDED

[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 November 10, 2026, at Irvine, California.

IRMA CEJA