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FILED
Superior Court of California
County of Los Angeles
12/21/2023
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

7 Attorneys for Plaintiff and the Settlement Class

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

11 **Mercedes Castro**, individually and on behalf of
12 all similarly situated individuals,

13 Plaintiff,

14 vs.

15 **Reseda Discount Corporation**, a California
16 nonprofit corporation; **RDC Collective Corp.** a
California corporation; and **Does 1-10**, inclusive;

17 Defendants.

CASE NO. 22STCV36812

[Assigned to Honorable Lawrence Riff,
Department 7]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: December 19, 2023
Time: 10:00 a.m.
Dept.: 7

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1 Plaintiff's Motion for Preliminary Approval of the proposed settlement of this Action on the
2 terms set forth in the Joint Stipulation of Settlement and Release of Class Action (the "Settlement"
3 or "Stipulation") came on for hearing on December 19, 2023.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. 22STCV36812, entitled *Mercedes Castro v.*
6 *Reseda Discount Corporation, et al.* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Mercedes Castro ("Plaintiff") has alleged claims against Defendants
8 Reseda Discount Corporation and RDC Collective Corp. ("Defendants") on behalf of herself and
9 on behalf of others similarly situated, comprising: "*all persons who worked at least one shift as a non-*
10 *exempt employee in the State of California for Defendant, under CA Department of Cannabis Control*
11 *License # CDPH-10003587 or CDPH-T00000842, from November 21, 2018 through July 31, 2023"*
12 (the "Settlement Class" or "Class Members"); and

13 WHEREAS, Plaintiff asserts class, PAGA, and individual claims in the Action against
14 Defendants for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
15 provide meal periods or premium pay in lieu thereof; (4) failure to reimburse necessary business
16 expenses; (5) failure to provide and maintain complete and accurate records; (6) failure to timely
17 pay wages during employment; (7) failure to timely pay wages after employment; (8) civil penalties
18 under the Private Attorneys General Act ("PAGA"); and (9) violations of the Unfair Competition
19 Law based on the foregoing alleged violations of law.

20 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
21 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
22 and

23 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants
24 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
25 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

26 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on
27 August 10, 2023, which provides for the final resolution of all class, PAGA, and individual claims
28 asserted by Plaintiff against Defendants in the Action, on the terms and conditions set forth in the

1 Stipulation, subject to the approval of this Court;

2 NOW, therefore, the Court grants preliminary approval of the Settlement, and

3 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

4 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
5 in this Order shall have the meanings set forth therein.

6 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
7 the Class.

8 3. The Class is defined as follows: “*all persons who worked at least one shift as a non-*
9 *exempt employee in the State of California for Defendant Reseda Discount Corporation and RDC*
10 *Collective Corp., under CA Department of Cannabis Control License # CDPH-10003587 or CDPH-*
11 *T00000842, from November 21, 2018 through July 31, 2023.*”

12 4. The First Amended Complaint is hereby deemed filed as the operative Complaint in
13 this matter.

14 5. The Class is preliminarily certified for the purpose of settlement only.

15 6. The Court has determined that the intended Class Notice, attached to this Order as
16 **Exhibit 1**, fully and accurately informs all persons in the Class of all material elements of the
17 proposed Settlement, constitutes the best notice practicable under the circumstances, and
18 constitutes valid, due, and sufficient notice to all Class Members.¹

19 7. The Court hereby grants preliminary approval of the Settlement and Stipulation as
20 fair, reasonable, and adequate in all respects to the Class Members, and ORDERS the parties to
21 consummate the Settlement in accordance with the terms of the Stipulation.

22 8. The plan of distribution as set forth in the Stipulation providing for the distribution
23 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
24 reasonable, and adequate.

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27 ¹ The Settlement Administrator shall file a declaration concurrently with the filing of any motion for
28 final approval authenticating a copy of every Exclusion or Objection Form received by the Settlement
Administrator. Further, the Settlement Administrator shall provide notice to any objecting party of
any continuance of the hearing on the motion for final approval.

1 9. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
2 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
3 California 90014.

4 10. The Court preliminarily approves the payment of attorneys' fees in the amount of
5 \$46,666.67 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
6 paid from the Maximum Settlement Amount.

7 11. The Court preliminarily approves the payment of incurred reasonable costs in an
8 amount not to exceed \$15,000 to Class Counsel, which shall be paid from the Maximum Settlement
9 Amount as defined in the parties' Stipulation.

10 12. The Court preliminarily approves a payment in the amount of \$15,000.00 to the
11 California Labor & Workforce Development Agency, representing the State of California's portion
12 of civil penalties under PAGA (or 75% of \$15,000), which shall be paid from the Maximum
13 Settlement Amount.

14 13. The Court preliminarily approves the payment of incurred reasonable
15 administration costs to the Settlement Administrator in an amount not to exceed \$15,000, which
16 shall be paid from the Maximum Settlement Amount.

17 14. The Court preliminarily approves an enhancement award to the Class
18 Representative, Mercedes Castro, in the amount of \$12,000 which amount shall be paid from the
19 Maximum Settlement Amount.

20 15. The Court preliminarily approves the California Bar's Justice Gap Fund as the *Cy*
21 *Pres* beneficiary under the Settlement.

22 16. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
23 are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
24 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
25 wrongdoing in this Action or in any other proceeding.

26 17. In the event that the Settlement does not become effective in accordance with the
27 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
28 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,

1 all orders entered and releases delivered in connection herewith shall be null and void to the extent
 2 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
 3 proceed with litigation of the Action.

4 18. The Court orders the following Implementation Schedule² for further proceedings:

5 a.	Deadline for Defendants to submit Class Member data to the Settlement Administrator	<u>January 9, 2024</u> [21 calendar days from the date of the Court's Order Granting Preliminary Approval].
6 b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	<u>January 16, 2024</u> [7 calendar days following the Settlement Administrator's receipt of Class data]
7 c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	<u>February 15, 2024</u> [30 calendar days after the Settlement Administrator mails the Notice]
8 d.	Deadline for Class Members to submit objections to the Settlement	<u>February 15, 2024</u> [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
9 e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	<u>March 29, 2024</u> [30 days prior to the Final Approval Hearing]
10 f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	<u>April 5, 2024</u> [16 Court days prior to the Final Settlement Approval Hearing]
11 g.	Deadline for the Parties' replies to any timely Class Member Objections to the Settlement	<u>April 5, 2024</u> [16 Court days prior to the Final Settlement Approval Hearing]
12 h.	Final Settlement Approval Hearing	<u>April 29, 2024</u> at 10:00 a.m.
13 i.	Settlement Administrator to Provide an Accounting of Funds	<u>May 9, 2024</u> [10 calendar days following the Effective Date of the Settlement]

28 ² If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

1 2 3	j. Deadline for Defendants to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	<u>May 20, 2024</u> [21 calendar days following the Effective Date of the Settlement]
4 5 6 7 8 9 10	k. Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	<u>May 30, 2024</u> [10 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]
11 12 13	l. Deadline for the Settlement Administrator to file written certification with the Court re: mailing of Individual Settlement Payments	<u>July 19, 2024</u> [50 calendar days following the distribution of the Maximum Settlement Amount]

14
15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

16
17 DATED: 12/21/2023



18 *Lawrence P. Riff*

19 _____
20 Hon. Lawrence Riff
21 Los Angeles County Superior Court Judge

Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Mercedes Castro v. Reseda Discount Corporation and RDC Collective Corp.

Superior Court of the State of California, Los Angeles County

Case No. 22STCV36812

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Reseda Discount Corporation and RDC Collective Corp.'s records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). **Class Members are all persons who worked at least one shift as a non-exempt employee in the State of California for Reseda Discount Corporation and/or RDC Collective Corp., under CA Department of Cannabis Control license # CDPH-10003587 or CDPH-T00000842, from November 21, 2018 to July 31, 2023 ("Class Period").**

On [REDACTED], the Honorable Lawrence Riff of the Superior Court of California for the County of Los Angeles granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a "Participating Class Member." If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>.

IF YOU STILL WORK FOR RESEDA DISCOUNT CORPORATION AND/OR RDC COLLECTIVE CORP. PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANTS FOR YOUR PARTICIPATION. California law strictly prohibits retaliation. Defendants are prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

What Is This Case About?

Mercedes Castro is an employee of Defendant Reseda Discount Corporation. She is the "Plaintiff" in this case and is suing Reseda Discount Corporation and RDC Collective Corp. (collectively the "Defendants") on behalf of herself and all other Class Members. Plaintiff sued Defendants, alleging: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to reimburse necessary business expenses; (5) failure to provide and maintain complete and accurate records; (6) failure to timely pay wages

Questions? Contact the Settlement Administrator toll free at [REDACTED]

during employment; (7) failure to timely pay wages after employment; (8) civil penalties under the Private Attorneys General Act (“PAGA”); and (9) violations of the Unfair Competition Law based on the foregoing alleged violations of law.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiff’s claims or Defendants’ defenses thereto. Defendants deny the merits of Plaintiff’s claims, and deny Plaintiff’s claims are appropriate for class treatment.

By entering into the Settlement, Defendants do not admit, and in fact, expressly deny, all of Plaintiff’s allegations in this case. Specifically, Defendants assert that the Class Members were properly compensated at all times during the Class Period. Defendants further assert that Reseda Discount Corporation and RDC Collective Corp. has maintained lawful wage-and-hour policies, practices, and procedures throughout the entirety of the Class Period.

Plaintiff and Defendants entered into settlement discussions in an attempt to resolve the disputed claims in this case. On June 8, 2023, the Parties negotiated a Settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class Action (“Joint Stipulation”). The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] on [REDACTED], in Department 7 of the Superior Court of California for the County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012. You may, but are not required to, attend the Hearing.

Attorneys for Plaintiff and the Class Members (“Class Counsel”) are:

Elliot J. Siegel
Julian Burns King
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

Class Counsel has investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believes Plaintiff’s claims in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Because of this, Class Counsel believes the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Questions? Contact the Settlement Administrator toll free at [REDACTED]

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for \$140,000.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) subject to Court approval, up to a \$12,000 service payment to the Plaintiff for her time and effort in pursuing this case and in exchange for a general release of claims against Defendants; (3) Settlement Administration Costs not to exceed \$15,000.00; (4) \$11,250 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA (or 75% of \$15,000); and (5) subject to Court approval of an application for fees and costs, an award of up to \$46,666.67 in attorneys’ fees and up to \$15,000 in litigation costs and expenses to Class Counsel. After deducting the service payments to Plaintiff, the Settlement Administration Costs, the payment of \$11,250,000 to settle the PAGA claims with the California Labor and Workforce Development Agency (75% of the \$15,000 PAGA settlement amount), and attorneys’ fees and costs/expenses, a total of approximately \$40,083.33 will be available to Class Members who do not opt out of the Settlement (“Net Settlement Amount”). Employer-side payroll taxes will be paid by Defendants outside of the Maximum Settlement Amount.

Plan of Distribution to Class Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period (“Workweeks”). Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendants’ possession, custody or control.¹ Workweeks will be determined based on such data as is electronically available in Defendants’ existing timekeeping and payroll data.
- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.

¹ Defendants’ Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendants. The Settlement Administrator’s decision on all Workweek disputes will be final and non-appealable.

- c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.
- d. Using the Class Data, the Settlement Administrator will use the total number of Workweeks from November 21, 2021 through July 31, 2023 ("PAGA Release Period"), as the "PAGA Pay Periods." Using the Class Data, the Settlement Administrator will also use the total number of Workweeks for each Settlement Class Member during the PAGA Release Period as each individual's PAGA Pay Periods. The Settlement Administrator will divide each Aggrieved Employee's PAGA Pay Periods by the aggregate number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Release Period to determine each Aggrieved Employee's pro rata portion of the portion of the PAGA payment allocated to Aggrieved Employees. A Class Member's pay periods shall be calculated to the nearest hundredth of a full pay period.
- e. According to Defendants' records, you worked <<Workweeks>> Workweeks during the Class Period. Accordingly, your estimated payment pursuant to the terms of the Settlement is approximately <<estAmount>>.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Castro v. Reseda Discount Corporation Settlement Administrator, c/o* no later than 30 days after the date this Notice of Class Action Settlement was mailed to you. The workweek count provided above is assumed to be correct unless you provide documentation to the Settlement Administrator that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than . **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Members' Taxes Owed on Settlement Payments

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 33% of each Individual Settlement Payment will be allocated to resolve the disputed amount of allegedly unpaid wages, 33% will be allocated to allegedly unpaid civil penalties, and 34% will be allocated to interest. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Questions? Contact the Settlement Administrator toll free at _____

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 Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period.

The “Released Claims” include:

All claims and causes of action alleged in the operative complaint or that reasonably could have been alleged based on the factual allegations and legal theories contained in the operative complaint and/or LWDA letter(s). This includes, but is not limited to, all of the following claims for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to reimburse necessary business expenses; (5) failure to provide and maintain complete and accurate records; (6) failure to timely pay wages during employment; (7) failure to timely pay wages after employment; (8) violations of the Unfair Competition Law based on the Labor Code claims released by this Settlement; (9) civil penalties under the Private Attorneys General Act (“PAGA”) based on the claims and legal theories released by this Settlement; and (10) any other claims, penalties or requests for interest alleged in or arising out of the claims alleged in the First Amended Complaint.

The “Released Parties” are:

Defendants Reseda Discount Corporation and RDC Collective Corp. and their parents, subsidiaries, affiliates, shareholders, members, predecessors, successors, officers, directors, insurers, related entities and divisions, attorneys, and employees.

The Release Period means the period from November 21, 2018 to July 31, 2023.

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 for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than [REDACTED]. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MERCEDES CASTRO V. RESEDA DISCOUNT CORPORATION, ET AL.* LAWSUIT. I UNDERSTAND

Questions? Contact the Settlement Administrator toll free at _____

THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT.”

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security number (or other Taxpayer Identification Number, if applicable). You must sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Castro v. Reseda Discount Corporation Settlement Administrator

c/o _____

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, 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. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the employee portion of the settlement of the PAGA cause of action to which allegedly Aggrieved Employees are entitled; (2) will **not** be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action; and (3) will be **barred** from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, signature, address, and telephone number, the last four digits of your Social Security number (or other Taxpayer Identification Number, if applicable), the dates you were employed as a non-exempt employee of Reseda Discount Corporation and/or RDC Collective Corp. in California, and your objections to the Settlement, including the reasons you object and any legal support for each objection, together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator at the address below, and must be postmarked on or before _____.

Castro v. Reseda Discount Corporation Settlement Administrator

c/o _____

Questions? Contact the Settlement Administrator toll free at _____

Telephone: _____

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____ in Department 7 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012, to discuss your objections with the Court and the Parties. All costs associated with your travel and/or appearance at the Hearing must be paid at your own expense. You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Mercedes Castro v. Reseda Discount Corporation, et al.* Los Angeles County Case Number No. 22STCV36812.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Los Angeles, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view a copy of the Preliminary Approval Order and this Notice at [www._____](http://www._____.). If the Court gives final approval after the Final Fairness and Approval Hearing, a copy of that order will be posted on the website within 10 days of entry of final approval.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS. INSTEAD, YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL, WHOSE CONTACT INFORMATION IS PROVIDED BELOW:

Castro v. Reseda Discount Corporation Settlement Administrator

c/o _____

Questions? Contact the Settlement Administrator toll free at _____

Telephone: _____

Class Counsel:

Elliot J. Siegel

Julian Burns King

KING & SIEGEL LLP

(213) 465-4802

724 S. Spring Street, Ste. 201

Los Angeles, California 90014

Questions? Contact the Settlement Administrator toll free at _____

Individual Share Form

Mercedes Castro v. Reseda Discount Corporation and RDC Collective Corp.
Superior Court of the State of California, Los Angeles County
Case No. 22STCV36812

For all persons who are or previously were employed by Reseda Discount Corporation and/or RDC Collective Corp. (“Defendants”) in the State of California as a non-exempt employee and worked at least one shift from November 21, 2018 to July 31, 2023 (“Class Period”).

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$ [REDACTED]. Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”), is: [REDACTED]%. Your estimated pro-rata share may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ [REDACTED].

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members’ Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. “Workweeks” means the number of weeks actually worked by each Class Member as a non-exempt employee of Defendants in California during the Class Period, as set forth in the accompanying Notice. Defendants’ records show that during the Class Period, you worked a total of [REDACTED] Workweeks.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period (listed above) is accurate, you do not need to take any further action in order to receive your payment.

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- I wish to challenge the total number of my Workweeks. I have included a written statement detailing what I believe to be the correct number of weeks I was employed as an hourly, non-exempt employee of Defendants in California during the Class Period (November 21, 2018 to July 31, 2023). I have also included information and/or documentary evidence to support my challenge. I understand that by submitting this challenge, I authorize the Settlement Administrator to review Defendants' records and determine the validity of my challenge.

Signature

[preprinted full name of Class Member]

[preprinted address of Class Member]

[preprinted telephone number of Class Member]

[preprinted last 4 digits of Social Security number of other Taxpayer Identification Number, if applicable of Class Member]

[preprinted dates of Class Member's employment with Defendants in California]

I believe that the correct number of Workweeks I was employed by Defendants as an hourly, non-exempt employee in California during the Class Period is: _____

The following is a statement of my reasons and documentation to support this number of Workweeks:

[Attach documentation and use separate page(s) as necessary]

Mail to:
[preprinted address of Castro v. Reseda Discount Corporation Settlement
Administrator]

OBJECTION FORM

Mercedes Castro v. Reseda Discount Corporation and RDC Collective Corp.
Superior Court of the State of California, Los Angeles County
Case No. 22STCV36812

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, then you may use this form. Only return this form if you wish to object to the Settlement. If you opt-out of the Settlement, you may not also object.

To object to the Settlement, complete this Objection Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline]. You are requested, but not required, to provide supporting documentation for your objection.

Castro v. Reseda Discount Corporation Settlement Administrator
c/o _____

Telephone: _____

Objection

I hereby certify that I am or was employed by Reseda Discount Corporation and/or RDC Collective Corp. as a non-exempt, hourly employees who worked at least one shift of 3.5 hours or more in California during the period from November 21, 2018 to July 31, 2023.

I have received the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”) in the Action captioned above. I have decided to object to the proposed Settlement.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

OPT-OUT FORM

Mercedes Castro v. Reseda Discount Corporation and RDC Collective Corp.
Superior Court of the State of California, Los Angeles County
Case No. 22STCV36812

This form is to be used only if you want to EXCLUDE yourself from the Settlement.

To be excluded from the Settlement, complete this Opt-Out Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

Castro v. Reseda Discount Corporation Settlement Administrator

c/o _____

Telephone: _____

Request for Exclusion

I hereby certify that I am or was employed by Reseda Discount Corporation and/or RDC Collective Corp. as a non-exempt, hourly employees who worked at least one shift of 3.5 hours or more in California during the period from November 21, 2018 to July 31, 2023.

I have received the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”) in the Action captioned above, and I request to be excluded from the Settlement. I understand that by submitting this Opt-Out Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Last Four Digits of Class Member’s Social Security Number: _____

Signature of Class Member (or Legal Representative): _____

Date: _____